



CITY OF RIVERBANK
**REGULAR CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY MEETING**
(The City Council also serves as the LRA Board)
City Hall North Council Chambers
6707 Third Street • Riverbank • CA 95367

AGENDA

MONDAY, NOVEMBER 25, 2013 – 6:00 P.M.

- CALL TO ORDER:** Mayor/Chair Richard D. O'Brien
- FLAG SALUTE:** Mayor/Chair Richard D. O'Brien
- INVOCATION:** Riverbank Ministerial Association
- ROLL CALL:** Mayor/Chair Richard D. O'Brien
Vice Mayor/Chair Jeanine Tucker
Council/Authority Member Darlene Barber-Martinez
Council/Authority Member Cal Campbell
Council/Authority Member Leanne Jones Cruz

CONFLICT OF INTEREST

Any Council/Authority Member and Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict.
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1. PRESENTATIONS

- Item 1.1:** Presentation to the Riverbank Rotary Club.
- Item 1.2:** Stanislaus Consolidated Fire Protection District (SCFPD) Update.

2. PUBLIC COMMENTS (No Action Can Be Taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 5 minutes** per person and each person may speak once during this time; time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please make your comments directly to the City Council/LRA Board.

3. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless otherwise requested by an individual Council/Authority Member for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

Item 3.A: Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 3.B: Approval of the October 28, 2013, Regular City Council Minutes.

Item 3.B-1: Approval of the November 4, 2013, Special Joint City Council and Planning Commission Minutes.

Item 3.B-2: Approval of the November 7, 2013, Special City Council (Mayor's Community Forum) Minutes.

Item 3.B-3: Approval of the November 21, 2013, Special City Council (Closed Session) Minutes.

Recommendation:

It is recommended that City Council/LRA Board approve the Consent Calendar items by roll call vote.

4. UNFINISHED BUSINESS

There are no items to consider.

5. PUBLIC HEARINGS

Item 5.1: **Expenditure of Supplemental Law Enforcement Services Fund** – It is recommended that the City Council approve the expenditure of the fiscal year 2013-2014 Supplemental Law Enforcement Services Fund (SLESF) to off-set the cost of a sworn Deputy Sheriff position as described in this agenda item. (Public Hearing Notice published in the local newspaper on November 6, 2013.)

6. NEW BUSINESS

Item 6.1: **Consideration of a Resolution Approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Mid-Management Employees Association** – It is recommended that the City Council adopt a resolution approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Mid-Management Employees Association.

- Item 6.2:** **Consideration of a Resolution Approving the Memorandum of Understanding between City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit** – It is recommended that the City Council adopt a Resolution approving the Memorandum of Understanding between City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit.
- Item 6.3:** **(LRA) Accept Report on Status of LRA Budget for First Quarter of FY 2013/14** – It is recommended that the Board receive and approve the status report on the LRA budget for the first quarter of fiscal year 2013-14.
- Item 6.4:** **Resolution to Accept the FY 2012-13 Annual AB 1600 Report of System Development Fee Activity** – It is recommended that the City Council consider adopting a resolution accepting the fiscal year 2012-13 Annual AB 1600 Report of System Development Fee Activity. (Notice for public to review the report was published in the local newspaper on November 6, 2013.)
- Item 6.5:** **Resolution Declaring Various Vehicles as Surplus Property and Authorizing Disposal of the Surplus Property** – It is recommended that the City Council declare the vehicles listed in the table below as surplus vehicles and direct the City Manager to dispose of said vehicles as appropriate.
- Item 6.6:** **Confirmation of the Riverbank Police Chief Appointment** – It is recommended that the City Council officially introduce Stanislaus County Sheriff's Department, Lieutenant Erin Kiely, as the candidate appointed to the position of Police Chief for the City of Riverbank.

7. COMMENTS (Information only – No action)

- Item 7.1:** Staff Comments
- Item 7.2:** Council/Authority Member Comments
- Item 7.3:** Mayor/Chair Comments

8. CLOSED SESSION

- Item 8.1:** **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: 1 potential case

Recommendation:

It is recommended that City Council/LRA Board provide direction to Staff on the Closed Session item(s).

9. REPORT FROM CLOSED SESSION

Item 9.1: Report from Closed Session Item 8.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

ADJOURNMENT (The next scheduled regular City Council meeting – Dec. 9 at 6:00 pm.)

UPCOMING EVENTS:

Ongoing	▪ <u>Fall/Winter Activity Guides</u> are available at City Hall.
Open Until Filled	▪ <u>Budget Advisory Committee:</u> Applications are currently being accepted. Visit www.riverbank.org or Contact Marisela Hernandez at 863-7110.
Begins Sept. 3	▪ <u>Tot Time</u> – for ages 3-5. Registration is now available online
Nov 18 – Dec 6	▪ <u>Riverbank Housing Authority Commission, Tenant Seat Vacancy:</u> Any Riverbank Housing Authority Tenant interested in serving on the Commission may apply. Applications at www.riverbank.org or at City Hall, Administration Dept. (209) 863-7122
November 19 (Tuesday)	▪ <u>CANCELLED: Planning Commission Meeting:</u> City Hall North, Council Chambers, at 6:00 p.m.
November 27 – 29 (Wed. – Fri.)	▪ <u>CLOSED:</u> City Hall Offices are closed during the Thanksgiving Holiday.
November 30 (Saturday)	▪ <u>Christmas Parade: (Downtown Riverbank)</u> ▪ Street Craft Faire – 2:00 pm to 8:00 pm ▪ Christmas Light Parade – 5:30 p.m. ▪ Santa Claus and Tree lighting after parade
December 23	▪ <u>CANCELLED:</u> Regular City Council meeting.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board 72 hours prior to the meeting.

*Dated this 22nd day of November, 2013
Annabelle Aguilar, CMC, City Clerk / LRA Recorder*

Notice Regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (209) 863-7122. Notification 48-hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II].

Notice Regarding Non-English Speakers: Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council/LRA Board shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

General Information: The City Council Members also serve as the LRA Board Members. The Riverbank City Council/LRA Board meets in the City Hall North Council Chambers. Regular City Council meetings are held on the 2nd and 4th Mondays of each month at 6:00 p.m. The Local Redevelopment Authority Board meets on an "as needed" basis. Meetings are held as indicated, unless otherwise noticed.

Council/LRA Agenda: The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. The agenda is posted for public review at the City's website www.riverbank.org, at the City Clerk's Office, and on the exterior of the North City Hall building's bulletin board, 6707 Third Street, Riverbank, CA. Subscription to receive the agenda can be purchased for a nominal fee through the City Clerk's Office.

Public Hearings: In general, a public hearing is an open consideration within a regular meeting of the City Council or a meeting of the LRA, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.

Questions: Contact the City Clerk at (209) 863-7122 or aaguilar@riverbank.org

RIVERBANK CITY COUNCIL / LRA AGENDA ITEM NO. 1.1

SECTION 1: PRESENTATIONS

Meeting Date:	November 25, 2013
Subject:	Presentation to the Riverbank Rotary Club
From:	Jill Anderson, City Manager
Submitted by:	Norma Torres-Manriquez, Administrative Analyst

RECOMMENDATION

It is recommended that the City Council recognize the Riverbank Rotary Club for their many contributions and ongoing dedication to our City.

SUMMARY

The Riverbank Rotary Club is a non-profit service organization comprised of dedicated individuals who have made a tremendous impact in our community. Their countless volunteer hours, monetary contributions, and endless support make our community a better place to live, learn, give, and play.

Everywhere you look in our community you will find traces of their many contributions:

- Public Pool Locker Rooms
- Park Benches
- Picnic Tables
- Books
- Community Scholarships
- Food for the Needy
- Humanitarian Assistance Around the World
- The Coordination of Riverbanks' Signature Yearly Event "Cheese and Wine"

Their commitment to improving the world, on a local and global level is not only greatly appreciated but a true inspiration to all of us.

FINANCIAL IMPACT

There is no financial impact with this staff report.

ATTACHMENT

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 1.2

SECTION 1: PRESENTATIONS

Meeting Date:	November 25, 2013
Subject:	Stanislaus Consolidated Fire Protection District (SCFPD) Update
From:	Jill Anderson, City Manager
Submitted by:	Norma Torres-Manriquez, Administrative Analyst

RECOMMENDATION

It is recommended that the City Council receive the presentation provided by Michelle Guzman, SCFPD Board Representative for the City of Riverbank.

SUMMARY

Michelle Guzman is the Riverbank Representative of the Stanislaus Consolidated Fire Protection District (SCFPD), and she is here this evening to provide an update of the Board's most recent actions.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENT

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LRA AGENDA ITEM NO. 3.A

SECTION 3: CONSENT CALENDAR

Meeting Date:	November 25, 2013
Subject:	Waiver of Readings
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council/Local Redevelopment Authority Board approve the waiver of readings of Ordinances and Resolutions, except by title.

SUMMARY

The approval of the waiver of readings will allow Ordinances and Resolutions to be introduced by title only and acted upon without the need to read the entire text of the item into the public record. The documents related to proposed Ordinances and Resolutions are available for review by the public on the City's website and in the City Clerk's office at City Hall (North).

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL/LRA AGENDA ITEM NO. 3.B

SECTION 3: CONSENT CALENDAR

Meeting Date:	November 25, 2013
Subject:	Approval of the October 28, 2013, Regular City Council/Local Redevelopment Authority Minutes
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council/LRA Board approve the Minutes as presented.

SUMMARY

The Draft Minutes of the October 28, 2013, regular City Council/Local Redevelopment Authority meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT:

1. October 28, 2013, City Council/LRA Draft Minutes



CITY OF RIVERBANK
REGULAR CITY COUNCIL AND
LOCAL REDEVELOPMENT AUTHORITY MEETING
(The City Council also serves as the LRA Board)

MINUTES
MONDAY, OCTOBER 28, 2013

The following minutes reflect action minutes, with added clarification for the record. A copy of the verbatim recording may be obtained, for a fee, by contacting the Administration Department at (209) 863-7122.

CALL TO ORDER:

The City Council / Local Redevelopment Authority Board of the City of Riverbank met this date for a at 6:00 p.m. at the Riverbank City Council Chamber, 6707 Third Street, Riverbank, California with Mayor/Chair Richard D. O'Brien presiding.

FLAG SALUTE: Mayor/Chair Richard D. O'Brien

INVOCATION: Reverend Charles Neal

ROLL CALL:

Present: Mayor/Chair Richard D. O'Brien; Vice Mayor/Chair Jeanine Tucker
Council/Authority Members: Darlene Barber-Martinez, Cal Campbell,
and Leanne Jones Cruz

CONFLICT OF INTEREST

Council/Authority Members and Staff who would have a direct Conflict of Interest on any scheduled agenda item to be considered are to declare their conflict.

No one declared a conflict.

1. PRESENTATIONS

Item 1.1: Proclamation – Establishing November 15, 2013 as America Recycles Day.

City Manager, Jill Anderson, announced the promotion of recycling efforts and a scheduled event on November 15th at City Hall.

Item 1.2: Presentation from the Stanislaus Economic Development & Workforce Alliance.

Mr. Steve Ames, Executive Vice President, and Mr. Kurt Clark, Director of the Small Business Development Center, made a presentation on services provided.

2. PUBLIC COMMENTS (No Action Can Be Taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 5 minutes** per person and each person may speak once during this time; time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please address the entire City Council/LRA Board and refrain from directing your comments to a single Council/Authority Member or the audience.

Scott McRitchie, spoke in regards to the successful Halloween Hayride event, commending the Parks and Recreation staff.

Ramon Bermudez spoke in regards to having the City make a public request for Pastors to conduct the invocation, and quoted a biblical verse.

Vicky Holt Angulo, Riverbank Library Branch Manager, provided an update on the library's activities.

City Manager, Jill Anderson, commented on the City's efforts of having Ministers from the Ministerial Association provide the invocation, and concurred with Mr. McRitchie's comments.

3. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless otherwise requested by an individual Council/Authority Member for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

Item 3.A: Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 3.B: Approval of the October 14, 2013, Regular City Council/Local Redevelopment Authority Minutes.

Item 3.C: **Award Bid for the Slurry Seal Project 2013 and Authorize Execution of Future Change Orders** – It is recommended that City Council approve two (2) actions by a summary roll call vote:

1. Award bid to the lowest responsible bidder, California Pavement Maintenance Co., Inc.; and
2. Authorize the City Manager to execute Change Orders within total project budget.

Item 3.D: **Resolution No. 2013-073 to Authorize an Inter-Fund Loan Agreement between the City General Fund and the Streets/Public Works System Development Fee Fund and to Authorize the City Manager to Execute any Necessary Documents** – It is recommended that the City Council consider adoption of a resolution authorizing an Inter-Fund Loan Agreement for up to \$550,000 between the City General Fund and the Streets/Public Works System Development Fee Fund for the repayment of the Economic Development Bank Loan for the Riverbank Industrial Park Tenant Loan Program and authorize the City Manager to execute any necessary documents.

Recommendation: It is recommended that City Council/LRA Board approve the Consent Calendar items by roll call vote.

Mr. McRitchie requested to pull item 3.D for discussion.

ACTION: *By motion (Tucker / Campbell / passed 5-0) to approve Consent Calendar Items 3.A through 3.C as presented; motion carried by unanimous roll call vote.*

Reference Item 3.D: Mr. McRitchie spoke in regards to acceptance of loan forgiveness, evaluating the risks of providing loans, and the effect on the General Fund.

ACTION: *By motion (Tucker / Barber-Martinez / passed 5-0) to adopt Consent Calendar Items 3.D – Resolution No. 2013-073 as presented; motion carried by unanimous roll call vote.*

4. UNFINISHED BUSINESS There were no items to consider.

5. PUBLIC HEARINGS

Item 5.1: **Resolution to Approve the Construction Services Agreement with Schneider Electric for the Energy Efficiency Upgrade Project at the Wastewater Treatment Plant** – It is recommended that the City Council approve the construction services agreement with Schneider Electric for the energy efficiency upgrade project at the Wastewater Treatment Plant. (The required Notice of a Public Hearing was published in the local newspaper on October 2, 42013.)

Mr. Mark Kindelberger of Schneider Electric, made a presentation of the proposed project; City Council discussed the item.

ACTION: *By motion (Campbell / Jones Cruz / passed 5-0) to adopt Resolution No. 2013-074 to approve entering into a Construction Services Agreement with Schneider Electric for the Energy Efficiency Upgrade Project at the Wastewater Treatment Plant as presented; motion carried by unanimous roll call vote.*

6. NEW BUSINESS

Item 6.1 **Resolution to Approve an Appointment to the Planning Commission, and to have the Oath of Office Administered** – It is recommended that the City Council adopt a resolution to approve the appointment of Mr. Anthony McKinney, based on the recommendation of Mayor O'Brien, to fill the current Planning Commissioner vacancy formerly held by Mr. Max Melendez, and to have the City Clerk administer the Oath of Office upon approval.

Mayor O'Brien commented on the interview and selection process.

City Clerk, Annabelle Aguilar, administered the Oath of Office and presented the Certificate of Appointment and Oath of Office to Commissioner McKinney.

Planning Commissioner McKinney thanked the Mayor and Members of the City Council for the opportunity to serve.

ACTION: *By motion (Campbell / Jones Cruz / passed 5-0) to adopt Resolution No. 2013-075 to approve the four-year term appointment of Mr. Anthony McKinney to the Planner Commissioner seat formerly held by Mr. Max Melendez; expiring December of 2017, but may continue to serve until a new appointment is made, as presented; motion carried by unanimous roll call vote.*

Item 6.2: **Review of the Jacob Myers Park Management Plan, Parking Fee** – It is recommended that the City Council review the park attendance statistics and related parking fee financial information for the Jacob Myers Park summer month's operations during May through September of 2013, the busiest months of the park's use.

Sue Fitzpatrick, Director of Parks and Recreation, presented the staff report; City Council and Staff discussed the item.

Public Comment:

- *Mr. Scott McRitchie spoke in regards to the increased safety measures and in favor of raising the Park Host stipend.*
- *Mr. Ramon Bermudez inquired about facility rentals and payment of the parking fee, and spoke in regards to the great job of maintaining the park.*

7. COMMENTS (Information only – No action)

Item 7.1: Staff Comments

City Manager Anderson commended Ms. Fitzpatrick and her staff for the outstanding work they do for the City.

Ms. Fitzpatrick reported on the success of the Hayride and thanked her staff, the numerous volunteers, and the community.

City Manager Anderson announced a Special Joint City Council and Planning Commission meeting on November 4th.

Item 7.2: Council/Authority Member Comments

Council/Authority Member Jones Cruz: 1) congratulated Councilmember Barber-Martinez as the recipient of the Inspire Award, 2) commented on her attendance of the fun and successful Hayride; commending staff, and 3) commented on her attendance of the Lights On Afterschool event.

Council/Authority Member Campbell congratulated Councilmember Barber-Martinez as the recipient of the Inspire Award, and commented on his attendance of the tree dedication for Mr. Scott Pettit, and the community's involvement of City events in honor of Mr. Pettit.

Council/Authority Member Barber-Martinez: 1) reported on her attendance of the Covered California [Health Fair] Information Session, hosted by Senator Cathleen Galgiani, 2) reported on her attendance of the Afterschool program and sponsorship of a booth for Healthy Activities Hula Hoop Games, 3) reported on her attendance of the S.A.F.E. (Seniors Against Financial Exploitation) Seminar; and thanked various people for making it a success, 4) congratulated new appointee Planning Commissioner McKinney, 5) wished everyone a safe and happy Halloween, and 6) announced that the Man-of-the-Year/Citizen-of-the-Year nomination forms were available, with a deadline of November 4th.

Council/Authority Member Tucker: 1) congratulated Planning Commission McKinney for his appointment to the Planning Commission, 2) commended Councilmember Barber-Martinez as the recipient of the Inspire Award, 3) commented on her attendance of the memorial tree planting for Scott and Janet Pettit, 4) commented on her enjoyment of the Haunted Hayride event, 5) reminded everyone that it was still Breast Cancer Awareness Month; encouraged everyone to get their screenings, and 6) wished everyone a safe Halloween.

Item 7.3: Mayor/Chair Comments

Mayor O'Brien, 1) congratulated new appointee Planning Commissioner McKinney, 2) congratulated Councilmember Barber-Martinez on her award, 3) spoke in regards to acknowledging the void of Mr. Scott Pettit, and how people stepped up to fill the void as in the case of the successful Haunted Hayride; commending City Staff for their efforts, 4) announced the November 4th City Council and Planning Commission meeting; encouraged community participation, and 5) announced a November 7th meeting to bring Ministers and Service Groups together to discuss the type of resources available and to prevent duplication of efforts.

8. CLOSED SESSION

Item 8.1: CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

Agency representative: Jill Anderson, City Manager

Unrepresented Employees: Executive Management

Item 8.2: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: 1 potential case

Item 8.3: PUBLIC EMPLOYMENT

Pursuant to Government Code § 54957

Title: Police Chief

Recommendation:

It is recommended that City Council give direction to Staff on the Closed Session item(s).

MAYOR O'BRIEN ANNOUNCED THE CLOSED SESSION ITEMS AND RECESSED TO THE CLOSED SESSION AT 7:27 P.M..

Mr. Bermudez inquired about the next scheduled regular City Council meeting.

MAYOR O'BRIEN RECONVENED THE CITY COUNCIL MEETING AT 8:05 P.M.

9. REPORT FROM CLOSED SESSION

Item 9.1: Report out on Item 8.1: **CONFERENCE WITH LABOR NEGOTIATORS**

Item 9.2: Report out on Item 8.2: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Item 9.3: Report out on Item 8.3: **PUBLIC EMPLOYMENT**

ACTION: *Mayor O'Brien reported that direction was given to staff on Items 9.1, 9.2, and 9.3; respectively.*

10. INFORMATIONAL ITEMS (Information Only – No Action)

Item 10.1: Warrant Registers for 10/03/13 and 10/10/13 and Credit Card Statements for 08/22/13.

ADJOURNMENT

There being no further business, Mayor/Chair O'Brien adjourned the meeting at 8:06 p.m.

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL/LRA AGENDA ITEM NO. 3.B-1

SECTION 3: CONSENT CALENDAR

Meeting Date:	November 25, 2013
Subject:	Approval of the November 4, 2013, Special Joint City Council and Planning Commission Minutes
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council/LRA Board approve the Minutes as presented.

SUMMARY

The Draft Minutes of the November 4, 2013, Special Joint City Council and Planning Commission meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT:

1. November 4, 2013, Special Joint City Council and Planning Commission Meeting Draft Minutes



**CITY OF RIVERBANK
SPECIAL JOINT CITY COUNCIL AND
PLANNING COMMISSION MEETING
MINUTES
MONDAY, NOVEMBER 4, 2013**



The following minutes reflect action minutes, which may contain added clarification for the record. A copy of the verbatim recording may be obtained, for a fee, by contacting the Administration Department at (209) 863-7122.

CALL TO ORDER:

The City Council of the City of Riverbank met this date for a special City Council meeting at 6:00 p.m. at the Riverbank City Council Chamber, 6707 Third Street, Riverbank, California with Mayor Richard D. O'Brien presiding.

FLAG SALUTE: Mayor Richard D. O'Brien

ROLL CALL: Mayor Richard D. O'Brien

Present:

Mayor Richard D. O'Brien	Chair Joan Stewart
*Vice Mayor Jeanine Tucker	Vice Chair Patricia Hughes
Councilmember Barber-Martinez	Commissioner John Degele
Councilmember Cal Campbell	Commissioner Anthony McKinney
Councilmember Leanne Jones Cruz	Commissioner Carlos Villapudua
(*Arrived at 6:02 p.m.)	

CONFLICT OF INTEREST

Council Members, Commissioners, and Staff who would have a direct Conflict of Interest on any scheduled agenda item to be considered are to declare their conflict.

No one declared a conflict.

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken)

Pursuant to Government Code in reference to a special meeting, the public has the opportunity to address the City Council only on items appearing on this special meeting notice. Individual comments are limited to a **maximum of 5 minutes** per person and each person may speak once during this time. Time cannot be yielded to another person.

No one spoke.

2. NEW BUSINESS

Item 2.1: **Discussion of Annexation Strategies for Consideration of a General Plan Amendment** – It is recommended that the City Council and Planning Commission receive the general information provided from this Study Session and provide comments or direction as deemed necessary to create a General Plan Amendment focused on annexation options and recommendations.

John Anderson, Planning Consultant, with company partner Mark Niskanen, Planner, presented the information.

Members of the City Council and Planning Commissioners reviewed, discussed, and provided their input.

ADJOURNMENT

There being no further business, Mayor O'Brien adjourned the meeting at 7:35 p.m.

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL/LRA AGENDA ITEM NO. 3.B-2

SECTION 3: CONSENT CALENDAR

Meeting Date:	November 25, 2013
Subject:	Approval of the November 7, 2013, Special City Council (Mayor's Community Forum) Minutes
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council/LRA Board approve the Minutes as presented.

SUMMARY

The Draft Minutes of the November 7, 2013, Special City Council meeting have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT:

1. November 7, 2013, Special City Council Meeting Draft Minutes



CITY OF RIVERBANK
SPECIAL CITY COUNCIL MEETING
(Mayor's Community Forum)
MINUTES
MONDAY, NOVEMBER 7, 2013



The following minutes reflect action minutes, which may contain added clarification for the record. A copy of the verbatim recording may be obtained, for a fee, by contacting the Administration Department at (209) 863-7122.

CALL TO ORDER:

The City Council of the City of Riverbank met this date for a special City Council meeting at 6:35 p.m. at the Riverbank City Council Chamber, 6707 Third Street, Riverbank, California with Mayor Richard D. O'Brien presiding.

FLAG SALUTE: Mayor Richard D. O'Brien

ROLL CALL: Mayor Richard D. O'Brien

Present: Mayor Richard D. O'Brien; Vice Mayor Jeanine Tucker
Councilmembers: Darlene Barber-Martinez, Cal Campbell, and
Leanne Jones Cruz

CONFLICT OF INTEREST

Council Members and Staff who would have a direct Conflict of Interest on any scheduled agenda item to be considered are to declare their conflict.

No one declared a conflict.

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken)

Pursuant to Government Code in reference to a special meeting, the public has the opportunity to address the City Council only on items appearing on this special meeting notice. Individual comments are limited to a **maximum of 5 minutes** per person and each person may speak once during this time. Time cannot be yielded to another person.

No one spoke.

2. BUSINESS

Item 2:1 **Community Forum** - To encourage and develop direct communication between local non-profits, the faith-based community, and the City in order to build more effective working relationships to improve community serve.

Members of the City Council and Staff discussed topics of interest with organization representatives that were present.

ADJOURNMENT

There being no further business, Mayor O'Brien adjourned the meeting at 8:30 p.m.

ATTEST:

T. Jill Anderson
City Manager

APPROVED:

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL/LRA AGENDA ITEM NO. 3.B-3

SECTION 3: CONSENT CALENDAR

Meeting Date:	November 25, 2013
Subject:	Approval of the November 21, 2013, Special City Council (Closed Session) Minutes
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council/LRA Board approve the Minutes as presented.

SUMMARY

The Draft Minutes of the November 21, 2013, Special City Council (Closed Session) meeting have been prepared for review and approval. Only the allowable disclosed portions of the Special City Council meeting are reflected in the minutes as the official recording of the meeting.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENT:

1. November 21, 2013, Special City Council (Closed Session) Meeting Draft Minutes



**CITY OF RIVERBANK
SPECIAL CITY COUNCIL MEETING
(CLOSED SESSION)
MINUTES
THURSDAY, NOVEMBER 21, 2013**



As a matter of record, Closed Session Minutes shall only reflect the allowable public disclosure portion of the meeting. The City records action minutes, which may contain added clarification for the record. No recording, other than these Minutes exists for this meeting.

CALL TO ORDER:

The City Council of the City of Riverbank met this date in a Special Closed Session at 6:00 p.m. at South City Hall Conference Room, 6617 Third Street, Riverbank, California with Mayor O'Brien presiding.

ROLL CALL:

Present

Mayor Richard D. O'Brien
Vice Mayor Jeanine Tucker
Councilmember Darlene Barber-Martinez
Councilmember Cal Campbell
Councilmember Leanne Jones Cruz

CONFLICT OF INTEREST

Any Council Member and Staff who would have a direct Conflict of Interest on any scheduled agenda item to be considered are to declare their conflict.

No one declared a conflict.

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken)

Pursuant to Government Code in reference to a special meeting, the public has the opportunity to address the City Council only on items appearing on this special meeting notice. Individual comments are limited to a **maximum of 5 minutes** per person and each person may speak once during this time. Time cannot be yielded to another person. Please direct your comments to the City Council.

No one spoke.

Item 2.1: PUBLIC EMPLOYMENT

Pursuant to Government Code § 54957
Title: Police Chief

Recommendation:

It is recommended that City Council consider the item(s) and provide direction to Staff.

MAYOR O'BRIEN ANNOUNCED THE CLOSED SESSION ITEM AND RECESSED TO CLOSED SESSION AT 6:01 P.M.

Stanislaus County Sheriffs, Lieutenant Erin Kiely was present, and later joined the closed session to be interviewed by Members of the City Council.

3. REPORT FROM CLOSED SESSION

Item 3.1: Report on Item 2.1: **PUBLIC EMPLOYMENT**

MAYOR O'BRIEN RECONVENED THE MEETING AT 7:00 P.M.

ACTION: *Mayor O'Brien reported that by a vote of 5-0, City Council agreed to offer the position to Lieutenant Kiely; he accepted the offer, pending approval of Stanislaus County Sheriff Adam Christianson.*

ADJOURNMENT

There being no further business, Mayor O'Brien adjourned the meeting at 7:01: p.m.

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date:	November 25, 2013
Subject/ Title:	Expenditure of Supplemental Law Enforcement Services Fund
From:	Jill Anderson, City Manager
Submitted by:	Lt. Kiely, Interim Chief of Police

RECOMMENDATION

It is recommended that the City Council approve the expenditure of the fiscal year 2013-2014 Supplemental Law Enforcement Services Fund (SLESF) to off-set the cost of a sworn Deputy Sheriff position as described in this agenda item. (Public Hearing Notice published in the local newspaper on November 6, 2013.)

SUMMARY

Riverbank Police Services has started the current fiscal year with an SLESF fund balance of \$57,704.72. This fiscal year the city will receive \$100,000 in additional SLESF revenue for a total of \$157,704.72 available to be expended. It is recommended that the City Council authorize the expenditure of these funds totaling \$157,704.72 to off set the cost of one of our sworn Deputy Sheriff positions which is \$120,341. The balance will be carried over into the next fiscal year.

Legislation requires that City Council hold a public hearing on the Police Chief's request for the expenditure of the funds and act upon his request, and that the hearing be held "separate and apart from the process applicable to the proposed allocations of the city general fund." A public hearing has been scheduled for the November 25, 2013 meeting.

BACKGROUND

The Supplemental Law Enforcement Services Fund (SLESF) is a grant the state awards to all Police and Sheriff's Departments. These funds are generated from statewide sales and use tax and distributed by the State Controller. The minimum amount awarded to a jurisdiction is \$100,000.00, which is the amount we receive. The legislature's condition on the expenditure of the funds is that the jurisdictions "shall appropriate the moneys exclusively to fund front line municipal

police services, in accordance with written requests submitted by the chief of police."

FINANCIAL IMPACT

\$100,000.00 of additional state grant funds will be placed into the SLESF Account # 101-000.000-501.001 to create a balance of \$157,704.72. The proposed plan is to expend \$120,341 in 2013-2014 and carry over the balance into the next fiscal year.

ATTACHMENT

1. Fiscal Year 2012-2013 expenditure report.

**STANISLAUS COUNTY
SUPPLEMENTAL LAW ENFORCEMENT
OVERSIGHT COMMITTEE**

Request for Annual Reconciliation
for S.L.E.S.F. (COPS) Fund

To be completed by City/County Agency

Organization: City of Riverbank

Preparer's Name: Marisela Hernandez

Preparer's Telephone No.: (209) 863-7110

Date Prepared: 09/18/13

For Mo/Yr Ending: 06/2013

Total Revenue Received: \$101,056.60

Date of Hearing for 2013/2014 fiscal year plan: 10/28/2013

Please complete and attach:

- Expenditure detail
- Agency worksheet

Certifications

The preparer certifies that the above information is true and correct. All funds have been used to supplement all other funding, have not supplanted any other funding, and have been expended in compliance with AB1913. Unspent allotments have been identified as SLESF funds and set aside for purposed outlined in AB1913.

(Name)	(Title)	(Date)

Please remit to:

Stanislaus County Sheriff's Department
c/o Letti Ortiz, Finance
250 East Hackett Road
Modesto, CA 95353

Fax: (209) 525-7106

Stanislaus
County

Supplemental law Enforcement Standardized Forms
Oversight Committee Summary
For the Fiscal Year Ended June 30, 2013

Categories	Riverbank
Beginning Fund Balance	\$76,989.12
Prior Year Adjustment	
Prior Year Encumbrance Reversals	
Restated Beginning Fund Balance	\$76,989.12
REVENUES	
State Funding	\$100,000.00
Interest Revenue	\$32.57
Interest Revenue - 07/2005 - 06/2011	\$1,024.03
Total Revenue	\$101,056.60
EXPENDITURES	
Salaries and Benefits	\$120,341.00
Services and Supplies	
Equipment	
Administrative Overhead	
Total Expenditure	\$120,341.00
Reverted Moneys	\$0.00
ENCUMBRANCES	
<u>Current Year</u>	
Services and Supplies	
Equipment	
Total Encumbrances, Current Year	\$0.00
Net Change in Fund Balance	(\$19,284.40)
Ending Fund Balance	\$57,704.72
STATISTICAL DATA	
<u>Positions</u>	
Sworn Officers	1.00
Correctional Officers	0.00
Prosecutors	0.00
Investigators	0.00
Support Staff	0.00
Total Positions	1.00

Supplemental Law Enforcement Services

AGENCY:

NAME: CITY OF RIVERBANK

Expenditure Detail

SALARIES & BENEFITS

STAFF

Number (FTE paid by these funds)

Job Class

1	Deputy Sheriff	120,341.00
Extra Help Hours		
Overtime Hours		
Grant match (SLESF funds used for match)		

Sub-total Salaries

120,341.00

SERVICES & SUPPLIES

Services or supplies purchases

Training expense

Other

Sub-total Services & Supplies

0

EQUIPMENT

Vehicles

Other equipment (specify type)

Sub-total equipment

0

TOTAL EXPENSE

120,341.00

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	November 25, 2013
Subject:	Consideration of a Resolution Approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Mid-Management Employees Association
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance Katie Lemons, Human Resource Manager Alvaro Zamora, Human Resource Analyst

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Mid-Management Employees Association.

SUMMARY

An agreement has been reached between the City of Riverbank and the Mid-Management Employees Association. This Memorandum of Understanding (MOU) has been reached by mutual consent and through the good-faith negotiating efforts of both parties. The MOU, details the terms and conditions of employment for the term of October 1, 2013 through January 2, 2015.

BACKGROUND

The Mid-Management Employees Association was first established in July 2002. It is currently composed of 14 employees, and includes mid-management level supervisors and confidential employees.

In January 2013 the City contacted the Mid-Management Employees Association to inform them that the MOU, then in effect, was set to expire on June 30, 2013. The City expressed its desire to commence good-faith labor negotiations with their bargaining team. An initial labor negotiations meeting was held in February 2013 to discuss negotiations protocol, ground rules, and scheduling of future meetings. Through the negotiation process, it became clear to both parties that the City's financial status would weigh heavily on the results of the negotiations. In April 2013, due to the continuing City budget challenges, both parties by mutual consent, agreed to suspend labor

negotiations until after the City Council approved the Final Budget for Fiscal Year 2013-2014. This would allow the City to provide accurate numbers and a clear picture of the City's economic status to the bargaining group. Providing the group with accurate information would assist both parties in negotiating in good-faith regarding the wages, hours, and other terms and conditions of employment with the Mid-Management Employees Association.

Labor negotiations were renewed in July 2013. During the subsequent negotiation meetings several proposals were exchanged between the City and the Mid-Management Employees Association before coming to a mutual consent on a Tentative Agreement. The City's bargaining team strongly believes that the agreed upon Tentative Agreement is the most fair and affordable agreement given our current economic status.

As such, the two parties are requesting that the City Council consider the approval of the October 1, 2013 – January 2, 2015 MOU between the City of Riverbank and the Mid-Management Employees Association.

Key Terms of Agreement:

The elements that comprise the Tentative Agreement are as follows:

1. Term of the agreement, October 1, 2013 to January 2, 2015.
2. Contract Rollover Provision: Roll over all terms and conditions of the current Memorandum of Understanding (including the agreement to suspend certain sections of the MOU) which expired June 30, 2013 and was extended by mutual agreement to January 2, 2015.
3. Compensation: A one-time off schedule bonus of \$500 to be paid in the first full pay period in December 2013. A one-time off schedule bonus of \$500 to be paid in the first full pay period in July 2014.
4. Flexible Work Schedule Revision: City agrees to revise Section 2.02 of the MOU to include consideration of requests for a 4/10 work schedule or a 9/80 work schedule.
5. Additional Paid Time Off:
 - a. For fiscal year 2013-2014, the City will provide employees with additional paid time off on November 27th, December 23rd, 26th, 27th, and 30th 2013.

November '13						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December '13						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1			

- b. For fiscal year 2014-2015, the City will close on November 26th, December 26th, 29th, and 30th 2014 and January 2nd 2015, with paid leave for those days off. *Employees will not receive paid time off for any of these closure days in December 2014 and January 2015 that may be regular days off due to alternative work schedules).*

November '14							December '14						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31	1	2	
30													

6. Mid-Management Exempt Leave: The City agrees to incorporate into the MOU the 40 hours of Mid-Management exempt leave granted to exempt employees of the Mid-Management Employees Association in February 2013.

Other Updates/Revisions:

1. Retirement: Updated PERS Retirement formula and LIUNA National (Industrial) Pension Fund contribution rate. The updates were necessary to comply with new PERS regulations and the LIUNA Funding Rehabilitation Plan agreement dated March 23, 2011. PERS retirement formula changed to 2% @ 62 for all new eligible employees hired on or after January 1, 2013. Effective July 1, 2013 the LIUNA Pension contribution rate increased to \$1.26 per hour and effective July 1, 2014 the contribution rate will increase to \$1.39 per hour.

FINANCIAL IMPACT

The financial impact associated with the negotiated one-time bonus for each Fiscal Year of 2013-14 and 2014-15 is as follows:

Total Cost: \$7,102

Fund Impacts: General Fund: \$3,206
Sewer Fund: \$1,346
LTF: \$25
Water Fund: \$1,410
Recreation: \$507
LRA: \$507
SDF: \$101

ATTACHMENTS

1. Resolution
2. October 1, 2013 – January 2, 2015 Memorandum of Understanding.

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE RIVERBANK MID-MANAGEMENT EMPLOYEES ASSOCIATION FOR THE TERM OF OCTOBER 1, 2013 TO JANUARY 2, 2015, REGARDING THE SALARIES, BENEFITS, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

WHEREAS, the provisions of Title 4, Section 36506 of the Government Code of the State of California provide that the salaries of employees of General Law cities may be fixed or increased by resolution; and

WHEREAS, Title I, Chapter 35 of the Riverbank City Code provides that the City Council may from time to time by resolution, change the compensation of employees of the City and may by resolution adopt salary and wage scales ; and

WHEREAS, A Memorandum of Understanding regarding salaries, benefits, hours, and other terms and conditions of employment has been approved and executed by the authorized representatives of the Riverbank Mid-Management Employees Association, and the City Manager; and

WHEREAS, the City Council of the City of Riverbank desires to adopt such Memorandum of understanding.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Riverbank hereby approve and ratify the Memorandum of Understanding attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the provisions contained herein pertaining to salaries, employee benefits, hours, and other terms and conditions of employment are, by this Resolution, made operable.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25TH day of November, 2013; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

Attachment: Mid-Management MOU (Oct. 2013 – Jan. 2015)

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF RIVERBANK

AND

THE RIVERBANK MID-MANAGEMENT
EMPLOYEES ASSOCIATION

~~JULY 1, 2011~~ OCTOBER 1, 2013 – ~~JUNE 30,~~
~~2013~~ JANUARY 2, 2015

|

**RIVERBANK MID-MANAGEMENT EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

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Agreement Between CITY OF RIVERBANK AND RIVERBANK MID-MANAGEMENT EMPLOYEES ASSOCIATION

SECTION 1.00 – MEMORANDUM OF UNDERSTANDING

1.01 Parties Of Understanding

This Memorandum of Understanding hereinafter referred as “MOU” is between the authorized representatives of the City of Riverbank, hereinafter referred to as the “City”, and the authorized representatives of the Riverbank Mid-Management Employees Association, hereinafter referred to as the “Association”, the recognized employee organization for the classifications listed in Appendix “A” of this MOU.

This MOU complies with the provisions of the State of California Public Employees Representation Law, as contained in Section 3500 of the Government Code of the State of California, in that the Employer-Employee representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

This MOU also complies with Ordinance No. 72-04 relating to Employer-Employee relations, as adopted and amended by the City Council of the City of Riverbank.

1.02 General Conditions

This MOU does not modify or change the provisions of the Personnel Rules and Regulations of the City of Riverbank unless specific reference is made herein to modify or add to the existing Personnel Rules and Regulations.

This MOU does not modify existing salaries, benefits, hours and terms and conditions of employment contained in the currently adopted Pay and Classification Plan, except as noted herein. Such benefits and terms of employment remain unmodified and shall continue in full force and effect throughout the term of this MOU.

1.03 Terms of Agreement

This MOU embodies all modifications on salaries, hours, employee benefits, and other terms and conditions of employment for a ~~two-year~~fifteen (15) month term. **This MOU is effective ~~July 1, 2014~~October 1, 2013 continuing through 11:59 p.m., ~~June 30, 2013~~January 2, 2015** at which time the MOU terminates.

SECTION 2.00 – HOURS OF WORK

2.01 Standard Work Periods

The standard workday, exclusive of lunchtime, shall be eight (8) hours, and the standard workweek shall be forty (40) hours, to be worked within five (5) consecutive days. The

workday for part-time employees shall be established as directed by the Department Head.

Upon approval of the Department Head and employees may arrange to work an alternative work schedule. This schedule provides for a starting time other than the normal starting time on each workday and a quitting time other than the normal quitting time on each workday and shall consist of eight-hour workdays to be worked within five consecutive days.

2.02 Flexible Work Schedule

Employees may request in writing to their Department Head to work a flexible work schedule. This schedule provides for a starting time other than the normal starting time on each workday and a quitting time other than the normal quitting time on each workday and ~~shall consist~~may be of eight-hour workdays to be worked within five consecutive days, a 4/10 work schedule that shall consist of four (4) consecutive ten (10) hour workdays followed by three (3) consecutive days off, or a 9/80 work schedule that shall consist of five (5) consecutive workdays during which the employee works nine (9) hour workdays for four (4) days and eight (8) hours for one day followed by two (2) consecutive day off; followed by four (4) consecutive nine (9) hour workdays followed by three (3) consecutive days off. Department Heads will review requests for flexible work schedules, on a case-by-case basis, ~~based on~~and will be considered on the following criteria:

- a) productivity and service to the public will not be decreased;
- b) that there will be no adverse effects on the operation of any City department or division; and
- c) with due regard to the wishes of the employee.

~~At such time that the Department Head decides that the schedule does not meet with the criteria mentioned above, the schedule shall be modified or cancelled.~~The Department Head has the sole discretion to approve, not approve and/or cancel alternative and flexible schedules. If the schedule is cancelled the employee shall be reassigned to their original work schedule. A five workday notice shall be given to the employee prior to modification or cancellation of schedule.

2.02 Exceptions to Standard Work Periods

The City Manager is hereby authorized to designate other work periods and working hours for employees when, in his/her opinion, the best interest of the City may be served by such adjustment of the standard work periods and hours. The procedure for making adjustment in the standard work periods and hours shall be consistent with the provisions of §3504.5 of the Government Code. *(Government Code Section 3504.5 provides that, except in cases of emergency, notice and an opportunity to meet and confer shall be given prior to enacting any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation.)*

2.03 Pay Periods

The pay period for all employees shall be bi-weekly and salaries will be paid every other Wednesday^[AZ1] of each month.

Except for employees being terminated, salaries will be paid only on regular pay days, unless early payment is approved by the Chief Personnel Officer. Employees leaving the municipal service will normally be paid on the regular day following the date of termination and upon written clearance of the department concerned that said employee has returned all City-owned tools, clothing, keys, and equipment.

The method of distributing payroll checks shall be established by the Chief Personnel Officer.

SECTION 3.00 –SALARY AND COMPENSATION

3.01 Salary Adjustments

During the term of this agreement there will be no salary increase. All classifications covered by this MOU shall maintain their current salary ranges as shown in Appendix “A”.

~~Prior to the beginning of the 2012-2013 fiscal year Union representatives may request to re-open negotiations only with respect to a potential Cost of Living Adjustment (COLA) for the 2012-2013 fiscal year. A one-time off schedule bonus of \$500 will be paid in the first full pay period in December 2013. A one-time off schedule bonus of \$500 will be paid in the first full pay period in July 2014.~~

A. Me-Too Clause

If during the term of this MOU should any other recognized Bargaining Group reach an agreement which results in a higher financial benefit than that of the Riverbank Mid-Management Employees’ Association, the City agrees to grant such financial benefit increase to the Mid-Management Employees’ Association bargaining group.

3.02 Employee Compensation Plan

An Employee Compensation Plan shall be established to provide salary schedules, salary rates, salary ranges, and steps and time intervals for salary review. Each class in the City Classification Plan shall be assigned a salary range or a rate established by the Compensation Plan. All persons employed by the City shall be compensated in accordance with the Compensation Plan appended hereto as Appendix “B”.

3.03 Computation of Salary

Salary rates for all authorized City positions are set forth in the Employee Compensation Plan. In the conversion table included in the Plan, hourly rates are based on 2,080 hours per year.

3.04 Application of Salary Ranges and Rates

A. Appointment

All initial appointments to classes assigned a pay range in the City Compensation Plan shall be at the first step of the salary range, provided that the Chief Personnel Officer may make an appointment to a position at an appropriate higher salary step

when in his/her opinion, it is difficult to obtain qualified personnel at the starting salary, or when the education or experience of a proposed employee is substantially superior to that required of the class and justifies a beginning salary in excess of the first step.

B. Promotion

Any employee receiving a promotion shall start on the first step of the salary range of the class to which he/she is promoted and be eligible for merit increases as elsewhere provided, unless his/her present salary level is equal to or exceeds the first step of the class to which he/she is promoted. In that event, the employee shall be assigned to the step in the salary range to which he/she is promoted that is the equivalent of at least a five percent (5%) increase in salary.

When the promotion includes the assigned responsibility of supervision over other employees, the salary level shall be increased by assigning the promoted employee to a higher step within the salary range to allow his/her annual salary to be a minimum of five percent (5%) above the salary of those he/she supervises.

C. Transfer

A transfer does not affect an employee's salary level.

D. Advancement Within Salary Range

An employee shall be considered for salary advancement in accordance with the time intervals established in the Employee Compensation Plan and the following provisions.

- 1) Automatic: Advancement to Step "B" in a salary range shall be automatic and effective on the first day of the payroll period following satisfactory completion of six (6) months of service.
- 2) Merit: Advancement to Steps "C", "D", and "E" in a salary range shall be granted for continued improvement and efficient and effective service by the employee in the performance of his/her duties. Such merit advancement shall be made only upon recommendations of the Department Head after an annual evaluation.

Nothing herein prohibits the granting of a merit salary advancement prior to the normal time intervals established in the Employee Compensation Plan. All merit salary advancements shall be effective on the first day of the payroll period immediately following the employee's salary anniversary date.

Salary adjustments resulting from an employee's promotion or demotion shall become effective on the first day of the payroll period coinciding with or following the employee's promotion or demotion.

3.05 Deductions

Deductions from employee's pay shall be made in accordance with prevailing laws, contract and administrative rules, and procedures established by the Chief Personnel Officer.

3.06 Overtime Policy

Overtime is defined as the time worked beyond the normal eight (8) hours in a workday, or forty (40) hours in a workweek.

Until an employee accumulates 100 hours of compensatory time, the employee will determine whether overtime work is to be compensated for by "compensatory time" or "paid overtime".

Non-Standard Work Periods

Overtime for employees assigned to non-standard work periods and working hours as provided in §2.02 herein, shall be defined as follows:

Overtime shall be any time worked over 40 hours in a given workweek and any time worked in excess of eight (8) hours in a given day when 40 hours have been paid during the workweek.

A. Overtime Compensation

Overtime may be compensated for either by compensatory time off at one and one-half (1½) times the hours worked, or by payment at one and one-half (1½) times the employee's basic hourly salary rate. Compensatory time off shall be granted only upon approval by the employee's Department Head.

All employees may accrue compensatory time off to a maximum of one hundred (100) hours.

B. Overtime – Compensation Exception: Cheese & Wine Festival

Public Works Personnel shall not be required to work overtime as a result of the Cheese and Wine Festival. Any Public Works employee who agrees to work overtime for the Cheese and Wine Festival will be paid at the rate of one and a half (1½) time the regular compensation except Sunday call outs which will be reimbursed at (2) times the regular compensation. Any person called out will be paid a minimum of four (4) hours compensation.

3.07 Compensatory Time

A. Compensatory Time Cash-Out

Compensatory time may be "cashed in" once a year for a total of forty (40) hours only if the employee has at least forty (40) hours of compensatory time on the books. Employees separating themselves from the City service shall be allowed to use compensatory time earned prior to the effective separating date.

Compensatory time earned by an employee who is required to work in excess of the normal workweek, shall be recorded by the immediate supervisor of the employee on the time card.

B. Compensatory Time Off

Use of compensatory time earned must be scheduled at least twenty-four (24) hours in advance and requires the concurrence of the Department Head for the requested time off.

Employees shall not be required to give reason for requesting compensatory time off. Exceptions to this procedure will be made only upon written authorization by the Chief Personnel Officer.

3.08 Callback Compensation

Employees who are called to work overtime from their day off or other off-duty hours, except for disciplinary purposes, shall be compensated for a minimum of two (2) hours work at time and one-half (1½), or as provided in §3.09.

Overtime shall commence at the time an employee reaches the place where he/she is directed to report and shall continue until he/she is released or the work is completed, whichever is the earlier.

3.09 On-Call Compensation

Compensation for regularly established emergency on-call service shall be in the amount set forth in the Employee Compensation Plan.

Compensation for regularly established on-call service shall be an additional five (5) hours per week at time and one-half (1½).

Presently compensation is set at time and a half for regular working days and double time for Sundays and Holidays. Employees called out will receive a minimum of two hours time. Employees on call will be provided a City vehicle to take home in order to facilitate response to emergency service request.

3.10 Attendance of Training Courses

City employees should feel free to attend training courses available during days off if they so desire. However, compensation for attendance at training courses held during days off (weekends), vacations, or holidays, will be authorized only where employees have been directed by their Department Head to attend such.

3.11 Longevity Pay

Longevity Pay is designed to provide for certain eligible and qualified employees of the City, compensation in addition to their regular base pay. The maximum merit salary increase an employee may be granted in any one fiscal year is two and one-half percent. The total longevity pay increase any employee can receive during their term of employment is five percent.

A. Eligibility & Qualifications

An employee may be eligible for a longevity pay increase only if he/she has been with the City ten (10) consecutive years and has remained at Step E (final step) for five (5) years.

The increase is based strictly on exceptional performance and merit. To minimally qualify for the increase an employee would:

1. Need to have fifty percent of his/her performance appraisal ratings in the four or five category;
2. Have no rating in the one or two category; and
3. Be recommended for an increase by his/her supervisor and/or department head.

B. Appeal

Within five (5) days after receiving the performance appraisal, the employee may request in writing, a review of the appraisal with the Chief Personnel Officer. Within five days after said review, the Chief Personnel Officer shall either accept the original performance appraisal, a modified appraisal, or cause a new appraisal to be prepared which shall be entered into the personnel file as the official performance appraisal. The official appraisal shall bear the Chief Personnel Officer's signature. The decision of the Chief Personnel Officer shall be final.

A longevity pay increase will only be considered during the employee's annual performance appraisal.

SECTION 4.00 – PROBATIONARY PERIOD

4.01 Probationary Period

All original and promotional appointments to regular municipal service positions shall be tentative and subject to a probationary period of not less than six (6) months. The probationary period may be extended with the approval of the Chief Personnel Officer for a period not to exceed an additional six months, upon the recommendation of the Department Head that unusual conditions justify such extension.

4.02 Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employees whose performance does not meet the acceptable standards of the work.

4.03 Rejection of Probationer

The Chief Personnel Officer or any department head may suspend, demote, or terminate a probationer under his/her control from their position at any time without cause and without the right of appeal or to submit a grievance.

4.04 Rejection Following Promotion

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted or a comparable position, unless charges are filed and he/she is discharged in the manner provided in Section 9.00 herein.

Employees who elect a voluntary demotion after the six (6) month probationary period for a promotional appointment may be reinstated to the position from which he/she was promoted or to a comparable position.

SECTION 5.00 – BENEFITS

5.01 Health Benefits

During the term of this MOU the City shall continue to provide group health benefits to employees covered by this MOU and their eligible dependents as provided below. As used in this section group health benefits shall include medical, dental and vision insurance.

A. Medical

High-Deductible Health Plan

The City shall contract with Blue Shield to provide a High-Deductible Health Plan (HDHP) to eligible employees and their eligible dependents. As permitted by the HDHP the City shall establish a Health Savings Account (HSA) on behalf of each eligible employee of the City.

The effective date of coverage for new employees shall be the first of the month following a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

During the term of this agreement the City shall pay 100% of the premium cost for employees and their dependents.

During the term of this agreement the City shall pay 100% of the plan's annual deductible by depositing said amounts into each employee's HSA. The annual deductible for the calendar year is \$5,000.00 for family coverage and \$2,500.00 for single coverage.

During the term of this agreement employees covered by this plan shall pay 100% of the employee's annual out-of-pocket maximum, only in the event that an employee exhausts his/her annual deductible for that calendar year. The annual out-of-pocket maximum for the Blue Shield plan is \$3,000.00 for family coverage and \$1,500 for single coverage.

Family coverage consists of the employee plus one or more dependents and single coverage consists of the employee only.

Medical Insurance Allowance

Any employee covered by this MOU who has medical insurance coverage through their spouse, or who has medical insurance coverage as an eligible dependent of a person employed elsewhere, may request that their medical plan coverage as an employee of the City be terminated. Those employees who waive the medical insurance coverage shall be eligible to receive taxable cash in the amount of \$250.00 per month. To participate in this program, the employee shall sign a waiver, provided by the City, and provide proof of other medical insurance coverage which shall be provided to the Human Resources Department. Once coverage is waived the employee can only reenroll in the City medical insurance plan during open enrollment or as allowed by law. (Eff_07/01/07)

B. Dental

The City contracts with Stanislaus Foundation for Medical and Dental Care (SFMDCC) to provide dental insurance to employee and their eligible dependents. Dental benefits shall be provided as outlined on the SFMDCC Benefits Outline sheet.

The effective date of coverage for new employees shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

C. Vision

Employees and eligible dependents shall be provided vision insurance subject to the terms and conditions of the City's contract with Vision Service Plan (VSP). Vision benefits shall be provided as stated in the "Enhanced Plan B" of VSP.

The effective date of coverage for new employees shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

5.02 Health Benefits CAP

Effective January 1, 2006 through the term of this labor agreement, employees who are currently enrolled in the single plan for medical coverage shall receive a credit of \$250. Employees whose coverage status changes from single coverage to family coverage will not be eligible for the \$250 credit.

Employees who change their coverage status after July 1, 2005 from family coverage to single coverage will not be eligible for the \$250 credit.

New employees with single medical coverage hired after July 1, 2005 will not be eligible for the \$250 credit.

Eligible employees may use their credit for deferred compensation, health club membership fees, PERS buyback (re-deposits), supplemental insurance benefits (AFLAC), college expenses (tuition, books), or United Way donations. At no time may an employee receive cash payment in lieu the credit.

5.03 PERS Retirement

The City contracts with the California Public Employee's Retirement System (PERS) to provide retirement benefits to eligible employees. Retirement benefits and/or options shall include the following:

- 2% @ 55 retirement formula
- 2% @ 60 retirement formula (employees hired on or after 04/09/11)
- [2% @ 62 retirement formula \(employees hired on or after 01/01/13\)](#)
- Sick Leave Credit
- Military Service Credit
- Retired Death Benefit
- Final compensation three (3) years
- COLA 2%
- Death Benefit Continues - Remarriage
- Prior Service Credit

During the term of this agreement employees covered by this MOU shall pay the total PERS member contribution rate of seven percent (7%) of the employee's salary subject to retirement contributions.

Retirement from the municipal service shall be subject to the terms and conditions of the City's contract with the Public Employee's Retirement System.

5.04 Life Insurance

Subject to the terms and conditions of the City's contract with the provider the City shall provide term life insurance coverage for the eligible employees in a total policy amount of fifty thousand dollars (\$50,000.00). This policy also provides accidental death and dismemberment benefit for the employee in an amount not to exceed fifty thousand dollars (\$50,000.00). The City shall pay all premiums for such policy during the term of the agreement.

The effective date of coverage shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

5.05 Employee Assistance Program

The City shall provide an Employee Assistance Program (EAP) to all eligible employees and their dependents. The employee and/or dependents are entitled to eight (8) sessions per fiscal year (July – June) for counseling and assistance as stated in the EAP plan.

5.06 Deferred Compensation

The City contracts with ICMA Retirement Corporation to offer a deferred compensation plan. Subject to the terms and conditions of ICMA on a voluntary basis eligible employees may defer a portion of their salary into his/her account until the employee's retirement, permanent disability, death, or as allowed by ICMA. For participating employees covered by this MOU the City shall match the employee's contribution in an amount not to exceed **\$75.00** per pay-period, provided that the employee is contributing at least **\$75.00** per pay-period.

5.07 LIUNA National (Industrial) Pension Fund

During the term of this agreement the City shall make contributions to the LIUNA National (Industrial) Pension Fund (Pension Fund) on behalf of the employees covered by this MOU up to forty (40) hours per week of budgeted/approved work hours that the employee is on paid status. Contributions to the Pension Fund shall be as follows:

- Effective July 1, ~~2011-2013~~ the contribution rate shall be ~~\$1.03~~1.26 per hour.
- Effective July 1, ~~2012-2014~~ the contribution rate shall be ~~\$1.14~~1.39 per hour.
- Contributions shall be paid monthly to the LIUNA National (Industrial) Pension Fund.
- The monthly contributions are based on the hours an employee is on paid status up to 40 hours per week. The amount shall be prorated for employees working less than forty (40) hours weekly.
- The City shall not make contributions for hours in excess of forty hours per week.

This MOU provision shall not be construed to create a vested right that can be asserted against the City and shall not be construed to guarantee any future funding for the LIUNA pension fund beyond the term of this MOU. Future funding shall be subject to negotiations.

Unless specifically amended by the terms of this Understanding, all other terms and conditions of employment remain as previously established. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment to the Agreement. During the term of this Agreement, the parties agree that neither the Association nor the City shall be obligated to reopen or renegotiate any of the provisions of this agreement.

SECTION 6.00 – REIMBURSEMENTS

6.01 Tuition Reimbursement

The City shall reimburse regular full-time employees expenses incurred for tuition, textbooks, admission fees not to exceed \$1,500 per fiscal year and the cost of other required course materials provided the following conditions are met:

- a. The course selected must be directly related to work the employee performs or fulfilling general education requirements;

- b. Prior to enrolling, the course must be approved in advanced by the employee's Department Head and Chief Personnel Officer;
- c. The course must be offered at an accredited college or university;
- d. The employee must receive a passing grade of or equivalent to "C" or better, at the completion of the course;
- e. The class and study time shall be outside the employee's working hours.

Upon completion of a course, the employee shall submit a Tuition Reimbursement form along with paid receipt for tuition, books and materials and proof of passing grade to the Personnel Office. After verification of satisfactory completion of the course, the Personnel Office shall forward the approved tuition reimbursement form to the Finance Department for payment.

If an employee leaves the City service within one (1) year after the completion of any course paid for by the City, the cost of such course, textbooks and other course materials shall be deducted from the employee's last paycheck.

During the term of this agreement, the Tuition Reimbursement benefit is suspended.

6.02 Mileage Reimbursement

City employees may receive compensation for use of their personal vehicle in business.

The rate of mileage reimbursement to employees using their private vehicles for City business shall be five (5) cents less than the rate presently in effect by the Internal Revenue Service.

6.03 Safety Boots and Winter Jacket Reimbursement

Annually, eligible employees shall be reimbursed the cost of safety boots and/or winter jacket, the jacket must be bright orange and have the City of Riverbank logo. Such reimbursement shall not exceed \$150.00 per fiscal year. Office employees are not eligible for this benefit.

6.04 Personal Property Reimbursement

Damage to personal effects required by the City while in the line of duty will be reimbursed by the City upon the recommendation of the individual's immediate supervisor. Prior condition of the damaged item should be considered in determining the amount of reimbursement.

Damage to personal effects not required by the City, would be allowed under the same conditions as above.

No costs should be incurred by the City when it has demonstrated that loss or damage was due to personal negligence.

No costs should be incurred by the City in an unreasonable amount: if an employee loses a \$300 wristwatch while in the line of duty, it would not be reasonable for the City to reimburse the employee in this amount, inasmuch as he/she did not exercise good

judgment in wearing an expensive instrument on a job that has certain hazards connected with it.

Definition of personal effects: Those items worn or carried by the employee in the line of duty.

SECTION 7.00 – LEAVES OF ABSENCE

7.01 Attendance

In every case in which a regular employee is not present for duty, his/her absence shall be reported by the Department Head to the Personnel Office on the Request for Leave form. Since part-time employees are not entitled to leave, only actual time worked will be reported. Request for Leave shall be forwarded to the Personnel Office.

7.02 Sick Leave

A. Statement of Policy

Sick leave shall not be considered as a privilege which an employee may use at his/her own discretion, but shall be granted only upon the recommendation of the Department Head. Sick leave shall be allowed and used only in case of necessity and actual personal sickness or disability, medical or dental treatment, or in case of an emergency illness in the immediate family. Immediate family shall mean the spouse, parent, child, brother, sister, or a close relative residing in the household of the employee.

B. Eligibility

Regular and probationary employees shall be eligible to accrue sick leave. Such employees shall be entitled to sick leave, as authorized in this Section, upon the completion of one (1) month of employment with the City.

In order to receive compensation while absent on sick leave, the employee shall notify his/her department at the beginning of the workday he/she is absent. The employee may be required at any time, by his/her Department Head, to file a physician's certificate, at City's expense, stating they can resume work. However, when an employee is absent due to illness or injury for more than three (3) consecutive working days, a physician's certificate may be required.

Sick leave will not be granted for an illness occurring during any leave of absence other than sick leave, with one exception: an illness or injury occurring while on vacation leave may be covered by sick leave when such illness or injury causes the employee to be hospitalized.

C. Accrual

Sick leave shall be accrued at the rate of eight (8) hours per month for all City employees and there shall be no limit to the amount of sick leave that may be accrued.

D. Deductions

Unless otherwise provided, sick leave will be deducted as follows:

- 1) All City employees shall be charged sick leave at the rate of eight (8) hours of sick leave for each full day absent. Unless exceptions are approved by the City Manager, absence less than a full day will be charged sick leave at the rate of one (1) hour sick leave for each hour absent.
- 2) Any employee scheduled to work on a holiday who reports off sick will be charged sick leave at the appropriate rate authorized above, and the holiday will be accrued.
- 3) Sick leave may be used as needed and approved to the point of depletion, at which time the employee will no longer receive pay for sick leave.

E. Depletion of Sick Leave Benefits

Upon depletion of accumulated sick leave for an injury or illness, and upon the recommendation of the employee's Department Head, an employee may be placed on medical leave of absence without pay for a period not to exceed sixty (60) days. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which will be subject to approval of the Chief Personnel Officer. If further leave is granted, the employee must notify the City of his/her intent to return to work every thirty (30) days. If further leave is not granted, the employee's service with the City shall be considered terminated.

F. Forfeiture Upon Termination

Accumulated sick leave shall be forfeited by all employees upon leaving the municipal service, voluntarily or involuntarily, and whether by reason of retirement for disability, age, or for any reason whatsoever.

Accumulated sick leave may be used for the purpose of computing an employee's PERS retirement.

G. Cash-Out

Employees covered by this MOU may cash out one-half (1/2) of unused annual sick leave (12 days are accumulated each year) if the following conditions are met:

- Must have a minimum of 200 hours in their sick leave bank;
- Must not have used more than forty (40) hours during the fiscal year;
- If the aforementioned criteria has been satisfied, the employee is eligible to cash-out fifty (50%) of remaining hours accrued during the year up to a maximum of six (6) days (e.g.; 8 days remain, eligible to be paid for 4).

During the term of this agreement, the sick leave cash-out option is suspended.

7.03 Vacation

A. Use of Vacation

The purpose of annual vacation leave is to enable each eligible employee to return to his/her work refreshed. For this reason it is the intention of the City that vacation be taken, insofar as possible, in periods of one week or more.

- 1) When to be taken: The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time, whenever an employee requests a vacation in excess of the amount of days he/she accumulates annually, shall be determined by his/her Department Head with particular regard for the needs of the City, but also, insofar as possible, considering the wishes of the employee.
- 2) Waiting period: Employees shall complete six (6) months continuous service before using accrued vacation leave.
- 3) Double compensation prohibited: Employees shall not work for the City during their vacation.

B. Eligibility

- 1) Regular employees: Regular employees shall be eligible for vacation leave in conformance with paragraph "C" below.
- 2) Part-time and probationary employees: Part-time and original appointment probationary employees shall not be eligible for vacation leave.

C. Vacation Accrual

Vacation will be accrued and credited on a bi-weekly basis when an employee is in pay status for fifty (50) percent or more of the workdays in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in pay status:

Years of Service	Accrual Hours Per		Max. Hrs.
	Pay-Period	Year	Accrual
New employee to completion of 5 th year	3.0769	80	400
Start of the 6 th year to completion of 10 th year.	4.6154	120	400
Start of the 11 th year to completion of 15 th year.	6.1538	160	400
Start of 16 th year and succeeding years.	7.6923	200	400

Limits of accrual: Such accrual and credit for all employees shall not exceed four hundred (400) hours.

D. Holidays Falling During Vacation

In the event a City holiday falls within an employee's vacation period which would have excused the employee from work and for which no other compensation is made, said holiday shall not be charged as a vacation day.

E. Vacation at Termination

Employees leaving the municipal service with accrued vacation leave shall be paid the amounts of accrued vacation to the date of termination.

Payments for accrued vacation shall be at the employee's current rate of pay.

Employees who terminate employment with the City and have less than six (6) months continuous service shall not be compensated for accrued vacation.

F. Vacation and Military Leave

An employee who interrupts his/her municipal service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

7.04 Paid Holidays

- A. Regular Holiday for Pay Purposes: The following holidays are recognized as municipal holidays for pay purposes and all regular and probationary employees shall have these days off, except as otherwise provided in Paragraph (b) below:

<u>Paid Holiday</u>	<u>Date</u>
1. New Year's Day	January 1 st
2. Martin Luther King Day	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4 th
6. Labor Day	1 st Monday in September
7. Veteran's Day	November 11
8. Thanksgiving Day	4 th Thursday in November
9. Day After Thanksgiving	4 th Friday in November
10. Christmas Eve	December 24
11. Christmas Day	December 25
12. New Year's Eve	December 31
13. * Floating Holiday – One (1)	Employee's Choice

* During the term of this agreement employees shall receive one (1) additional floating holiday per fiscal year, for a total of two (2) floating holidays. [For FY 2013-2014 and FY 2014-2015 the City will close on November 27, December 23rd, 26th, 27th and 30th 2013, and November 26, December 26, 29 and 30, 2014, with paid City leave for those days off.](#)

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day named. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day named.

B. Compensation for Work on Paid Holidays

Regular and probationary employees assigned to work on holidays shall receive compensatory time off or pay in lieu of compensatory time off, at twice the regular rate of pay.

7.05 Management/Confidential Leave

Eligible employees covered by this MOU shall be entitled to eight (8) hours of management/confidential leave per fiscal year. Management/confidential leave cannot be cashed-out, it must be used during the fiscal year or it will be removed from the employees' account balances.

7.06 Mid-Management Exempt Leave

Exempt employees covered by this MOU shall be entitled to forty (40) hours of mid-management exempt leave per fiscal year. Unused mid-management exempt leave cannot be carried over from one fiscal year to the next, it must be used during the fiscal year in which it is earned. Unused mid-management exempt leave cannot be cashed-out.

7.07 Bereavement Leave

Up to five (5) days leave may be granted to a regular employee by the head of his/her department in the event of death in the employee's family. For the purposes of this section only, the employee's family shall mean the spouse, parents, children, brother, sister, grandmother, grandfather, grandchildren, brother and sister-in-law (current), and mother and father-in-law (current), or a close relative residing in the household of the employee. Requests for leave in excess of three (3) days for this purpose shall be subject to approval of the Chief Personnel Officer.

Leave without pay may be granted to a regular employee in the event of death to family members other than one of the immediate family; such leave to be granted in accordance with ~~§7.12~~7.14.

7.08 Workers' Compensation Leave

Any employee who is absent from work by reason of an injury or illness covered by Workers' Compensation shall continue in pay status under the following provisions:

- A. The difference between the amount granted pursuant to such Workers' Compensation and the employee's regular rate of pay shall be deducted first from the employee's accumulated sick leave, and then from compensatory time, and when authorized by the employee, vacation days.

- B. Such an employee will continue in pay status and receive his/her regular rate of pay until his/her accumulated sick leave, compensatory time, and vacation days have been depleted to the nearest one-half (½) day.
- C. During the time the employee is in pay status while absent from work by reason of injury or illness covered by Workers' Compensation, he/she shall continue to accrue sick leave and vacation benefits as though he/she was not on leave of absence.
- D. Any employee who depletes his/her accumulated sick leave, compensatory time, holidays, and vacation days to maintain pay status while absent from work by reason of an injury or illness covered by Workers' Compensation shall be removed from pay status.

Employees who have been injured in the course and scope of their employment with the City and who are required as a result of such injury to be absent from duty to take physical examinations required by the City's Workers' Compensation insurer or the Industrial accident Commission, or to attend hearings of the Industrial Accident Commission shall be granted leave with pay for such absences by the City Manager when he/she determines such absences are in the best interest of the City and only if the employee is in pay status at the time of the scheduled examination or hearing. Applications for such leaves of absence shall be filed in advance of City of Riverbank Request for Leave form.

7.09 Military Leave

State and other applicable laws shall govern the granting of military leaves of absence and the rights of employees returning from such absences.

7.10 Family Leave Acts

The City shall comply with the requirements of the California Family Rights Act (CFRA) of 1991 and the Family Medical Leave Act (FMLA) of 1993, as they are in effect or may be amended during the term of this agreement.

In accordance with CFRA and FMLA employees who have worked for at least one (1) year and for 1,240 hours during the twelve (12) month period immediately preceding the commencement of leave is entitled for up to twelve weeks (480 hours) of job protected leave.

Leave may only be taken for the following reasons:

- The employee's own serious health condition;
- To care for a child, parent or a spouse who has a serious health condition; or
- To care for the employee's newborn child, or placement of adoption or foster care.

Employees requesting leave must give at least 30 days notice for foreseeable events. In unforeseeable situations the employee must notify the City as soon as practicable.

7.11 Pregnancy Disability Leave

Pregnancy Disability Leave without pay shall be granted to employees in accordance with applicable state and federal laws.

If you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave. Current law provides up to 4 months of unpaid leave. Employees may also be eligible for an additional 12 weeks of leave under the California Family Rights Act (CFRA). An employee may be required to use any available sick leave during her pregnancy disability leave. At the employee's option, any accrued vacation or other accrued paid leaves may be used during such leave.

- a) An employee who plans to take a pregnancy leave must give reasonable notice (if possible, not less than four (4) weeks) before the date she expects to take the leave and the estimated duration of the leave.

7.12 Employee's Time Off to Vote

Time off with pay to vote at any general, direct primary, or presidential primary election shall be granted as provided in the State of California Election Code, and notice that any employee desires such time off shall be given in accordance with the provisions of said Code.

7.13 Jury Duty and Subpoenas Leave

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the Court, provided the employee remits to the City all fees received for such duties other than mileage or subsistence allowance within thirty (30) days from the termination of his/her jury service.

Regular employees who are subpoenaed to appear as witnesses in behalf of the State of California or any of its agencies shall be granted leaves of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within thirty (30) days from the termination of his/her services. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

7.14 Leave of Absence Without Pay

Leave of absence without pay may be granted in cases of emergency or where such absence would not be contrary to the best interest of the City. Such leave is not a right, but a privilege. Employees on authorized leave of absence without pay may not extend such leave without express approval of the Chief Personnel Officer. No vacation or sick leave benefits shall be used for illness occurring during such leave.

Leave of absence without pay may be granted by the Chief Personnel Officer depending on the merit of the individual case.

7.15 Absence Without Leave

Absence without leave shall be considered to be without pay and reductions in the employee's pay shall be made accordingly. Absence without leave for more than three (3) consecutive workdays may result in termination of employment. Such termination shall not be subject to appeal.

SECTION 8.00 – PERSONNEL PRACTICES

8.01 Performance Appraisals

A. Regular Employee

A performance appraisal of each regular employee shall be made annually at or near the anniversary date of the employee's hire.

B. Probationary Employee

A performance appraisal of each probationary employee shall be made by the Department Head on "City of Riverbank Employee Performance Appraisal" forms according to the directions thereon and forwarded to the Personnel Office. The Employee Performance Appraisal form shall be filed by the Department Head upon the completion of the employees' third, and sixth month of service with the City.

In those cases where the probationary period extends to twelve (12) months or longer, the Employee Performance Evaluation form shall be required from the Department Head at the conclusion of each six-month interval.

8.02 Transfers

Any employee may be transferred from one department or division to another.

8.03 Promotions

Because it is the policy of the City of Riverbank to encourage the advancement of personnel within the organization, promotional examinations for vacancies will be conducted as the needs of the City require. Promotional opportunities (available to City employees) will be posted on bulletin boards selected by the Personnel Office at least five (5) working days before the selection is made.

8.04 Demotions

The Chief Personnel Officer or Department Head may demote an employee whose ability to perform his/her required duties falls below acceptable standards, for disciplinary reasons set forth in §9.02, when the need for the position which an employee fills no longer exists, or when an employee requests such demotion. No employee shall be demoted to a classification for which he/she does not possess minimum qualifications. When the action is initiated by the Department Head, written notice of demotion shall be given an employee at least five (5) days before the effective date of the demotion. An employee may appeal such action in the manner provided in §9.04, et seq.

8.05 Reinstatement

The Chief Personnel Officer may reinstate any suspended employee for good cause and may, upon such reinstatement, compensate, in whole or in part, such employee for the time lost.

8.06 Terminations

A. Resignation

An employee wishing to leave the service of the City in good standing, either by resignation or retirement, shall give the Department Head concerned at least two (2) weeks notice when practical.

B. Lack of Work or Funds

An employee may be terminated by the Personnel Officer because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work. In cases involving regular employees only, notice of such termination will be given to the employee at least two (2) weeks prior to the effective date of termination. Such termination shall not be subject to appeal.

In any such reduction in personnel caused by lack of work or funds, seniority shall be observed, except in supervisory or management positions. The order of termination shall be in the reverse order of total cumulative time the employee has served in municipal service. Supervisory or management employees shall be eligible for lower rated positions based upon their seniority but non-supervisory or non-management personnel may not take supervisory or management positions solely based upon seniority.

For the purpose of determining termination, total cumulative time shall include the employee's time served in probation and regular status, and time serve on military leave of absence.

C. Non-Disciplinary Action

Part-time and probationary employees may be terminated by the Chief Personnel Officer at any time, with or without notice, for cause or for the convenience of the City. Regular employees terminated by the Chief Personnel Officer for cause or for the convenience of the City shall be given a written statement of the reasons for such termination and may appeal such action in the manner provided in §9.04 et se. Such cause may be other than cause for disciplinary action set forth in §9.02, et seq. and may include, but not be limited to, inefficiency and incompetency.

8.07 Reappointments

Reappointments after termination will be considered new employment. However, reappointments made within six (6) months from the termination date may be made with reinstatement of prior seniority, sick leave, and pay rate.

SECTION 9.00 – DISCIPLINARY PROCEEDINGS

9.01 Disciplinary Action; Definition

As used in this Section, “Disciplinary Action” shall mean discharge, demotion, reduction in salary, disciplinary probation, or suspension.

9.02 Causes For Disciplinary Action

Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- a) Fraud in securing appointment.
- b) Inexcusable neglect of duty.
- c) Insubordination.
- d) Dishonesty.
- e) Drunkenness on duty.
- f) Inefficiency.
- g) Addiction to the use of controlled substances.
- h) Inexcusable absence without leave.
- i) Conviction of a felony, or conviction of a misdemeanor, involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offence involving moral turpitude is deemed to be a conviction within the meaning of this Section.
- j) Immorality.
- k) Discourteous treatment of the public or other employees.
- l) Improper political activity as defined by State Law.
- m) Repeated violation of safety procedures.
- n) Misuse of City property.
- o) Violation of any of the provisions of these working Rules and Regulations or departmental rules and regulations.
- p) Other failure of good behavior either during or outside of duty hours which is of such a nature that causes discredit to the City.
- q) Refusal to take or subscribe to any oath or affirmation, which is required by law in connection with his/her employment.
- r) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, mental disability, physical disability, marital status, sex, or age, against the public or other employees while acting in the capacity of a District employee.
- s) Unlawful retaliation against any other District Officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Attorney General, or any other appropriate authority, any facts or information related to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

9.03 Persons By Whom Disciplinary Action May Be Taken, Notice, Service, Contents

The Chief Personnel Officer or any Department Head may take disciplinary action against an employee under his/her control for one or more of the causes for discipline specified in this Section by written notice to the employee of the proposed disciplinary action and the cause for which the proposed disciplinary action is to be taken, which

shall allow the employee a period of five (5) days to respond to the person proposing the disciplinary action. The notice may be served upon the employee, either personally or by certified mail, and shall include:

- a) A statement of the nature of the disciplinary action.
- b) The effective date of the penalty.
- c) A statement of the causes therefore.
- d) A statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) A statement notifying the employee that he/she has five (5) days in which to respond orally or in writing regarding the proposed disciplinary action.

If the employee responds, either orally or in writing, to the notice of proposed disciplinary action, the Chief Personnel Officer or Department Head, as the case may be, shall thereafter amend or withdraw the proposed disciplinary action or proceed with its implementation.

9.04 Right Of Appeal: Form

Any regular employee shall have the right of appeal to the Chief Personnel Officer from any disciplinary action taken by his/her Department Head under §9.03. Such appeal shall be in writing and must be filed with the Chief Personnel Officer within ten (10) working days after receipt of written notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.

The Chief Personnel Officer shall conduct a hearing as provided in this Section. Neither the provisions of this section or this Section shall apply to reductions in force or reductions in pay, which are part of a general plan to reduce or adjust salaries and wages.

In the event the Chief Personnel Officer institutes the disciplinary action, he/she shall be disqualified. Should the Chief Personnel Officer be disqualified, or should he/she disqualify himself/herself as hearing officer, the City Council shall appoint a hearing officer who shall have the same power, authority, and responsibility as the Chief Personnel Officer would have as a hearing officer.

9.05 Hearing

The Chief Personnel Officer shall conduct a hearing on an appeal filed in accordance with §9.04 within thirty (30) days after receipt thereof. The Chief Personnel Officer may continue the hearing either for the convenience of the City or upon written application of the appellant, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of §11513 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in §19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

9.06 Representation

Any City employee other than those appointed to supervisory, management, and confidential classifications as provided in §~~1208~~-18.08 of the Personnel Rules and Regulation, shall be permitted to represent another City employee or group of City employees at the hearing of the appeal. The appellant may appear in person or be represented by counsel.

9.07 Notices To Witnesses: Cost

The Chief Personnel Officer shall issue notice for the appearances of witnesses for the appellant upon his/her written request and at his/her cost. The Chief Personnel Officer may require such cost to be prepaid.

9.08 Failure Of Employee To Appear At Hearing

Failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the Chief Personnel Officer or Department Head shall be final.

9.09 Decisions

The Chief Personnel Officer shall render a written decision within thirty (30) days after concluding the hearing. The Chief Personnel Officer's decision shall be final and conclusive, except when an employee is suspended for more than three (3) days or discharged. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the Chief Personnel Officer, the employee may be compensated, in whole or in part, for the time lost as determined by the Chief Personnel Officer.

In cases involving suspending an employee for more than three (3) days or discharging an employee, a copy of such decision shall be forwarded to the employee and the association on behalf of the employee may, within ten (10) working days after receipt of written notice of the Chief Personnel Officer's decision, give notice to the Chief Personnel Officer that the association representing the grievated employee may submit the matter to binding arbitration. The arbitration board shall consist of one retired superior court judge and the cost of arbitration shall be borne equally between the City and the employee. The arbitration hearing shall be held within thirty (30) days from the date of the request by employee to submit to arbitration. The parties may agree to continue the date of the arbitration hearing by mutual agreement.

9.10 Effect Of Certain Disciplinary Actions

- A. Oral reprimand. Employee receiving an oral reprimand may have it noted in their departmental record by the Department Head.
- B. Written reprimand. Employees receiving a written reprimand shall have a copy of the reprimand filed in their permanent record for future reference. Each employee's permanent record is his/her personnel jacket kept in the Chief Personnel Officer's Office

- C. Disciplinary Probation. Employees placed on disciplinary probation shall not accrue earned time for salary review while on such probation.
- D. Suspension. Employees suspended from the municipal service shall forfeit all rights, privileges, and salary while on such suspension with the exception of group health and life insurance benefits.
- E. Discharge. Employees terminated pursuant to §8.06 C of this MOU shall be paid salary accumulated to the effective date of termination only, and shall be paid for accumulated vacation, accumulated compensatory time, and paid days in lieu of holidays.

SECTION 10.00 – GRIEVANCE PROCEDURES

10.01 Purpose

Grievance procedures for employees are provided herein:

- A. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- B. To afford employees individually and through qualified employee organizations a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions.
- C. To provide that grievances shall be settled as near as possible to the point of origin.
- D. To provide that grievances shall be heard and settled as informally as possible.

10.02 Matters Subject to Grievance Procedure

Any City employee shall have the right to present a grievance regarding wages, salaries, hours and working conditions for which appeal is not provided or is not prohibited under the provisions of Section 9.00.

10.03 Informal Grievance Procedure

An employee should first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor without undue delay. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision. If the employee is not in agreement with the decision reached through such discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her superior or superiors. An informal grievance shall not be taken above the Department Head.

10.04 Formal Grievance Procedure

Formal grievance procedure after exhaustion of the informal grievance procedure shall proceed as follows:

- A. Department review. The grievance shall be presented in writing to the employee's Department Head who shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The Department Heads shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance in writing to the Chief Personnel Officer. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.
- B. Chief Personnel Officer Review. Upon receiving the grievance, the Chief Personnel Officer shall discuss the grievance with the employee, his/her representative, if any, and with all other appropriate persons. The Chief Personnel Officer shall render a decision in writing to the employee within twenty (20) calendar days after receiving the grievance. The decision of the Chief Personnel Officer shall be final, however, in cases where disciplinary action results in termination of the employee. This action is subject to ratification by the City Council as provided in §31.03(H)(3) of the Riverbank City Code.

10.05 Conduct Of Grievance Procedure

- A. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- B. The employee may request the assistance of another person of his/her choosing in preparing and presenting his/her grievance at any level of review.
- C. Employees shall be free from reprisal for using the grievance procedure.

SECTION 11.00 – EMPLOYER – EMPLOYEE RELATIONS

11.01 Purpose

It is the purpose of the City of Riverbank to promote full communications with its employees by providing a reasonable method of resolving disputes between it and employee organizations regarding wages, hours, and other terms and conditions of employment.

It is also the purpose of the City of Riverbank to promote the improvement of personnel management and employer-employee relations by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice and be represented by such organizations in their employment relationships with the City of Riverbank.

Nothing contained in this Section shall be deemed to supersede the provisions of existing State Law and the Ordinances and Rules and Regulations of the City of Riverbank which establish and regulate a merit personnel system or which provide for other methods of administering employer-employee relationships.

This Section is intended, instead, to strengthen merit and other methods of administering employer-employee relationships through the establishment of uniform and order methods of communication between employees and the City of Riverbank.

11.02 Definitions

City Council shall mean the City Council of the City of Riverbank.

Chief Personnel Officer shall mean the City Manager of the City of Riverbank.

Bargaining Representative shall mean the Chief Personnel Officer and his/her representatives and/or the duly authorized representatives of an employee organization that has been granted formal recognition by the City Council as representing the employees of a representation unit.

Consult or Consultation in Good Faith shall mean to communicate verbally or in writing for the purpose of presenting and obtaining view or advising of intended actions.

Employee Organization shall mean any organization which includes employees of the City of Riverbank and which has one of its primary purposes representing such employees in their employment relations with the City of Riverbank.

Mediation shall mean any effort by an impartial third party to assist in reconciling a dispute regarding wages, hours, and other terms and conditions of employment between representatives of the City of Riverbank and the recognized employee organization or recognized employee organizations, through interpretation, suggestion, and advice.

Meet and Confer in Good Faith shall mean that the City of Riverbank by and through its Chief Personnel Officer and his/her representatives, and representatives or recognized employee organizations, shall have the mutual obligation personally to meet and confer in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation.

Miscellaneous Employees shall mean all regular City employees who are referred to as "miscellaneous members" by the California Public Employees' Retirement System (§20018 of the Government Code).

Recognized Employee Organization shall mean an employee organization which has been acknowledged by the City Council as an employee organization that represents employees of the City of Riverbank. The rights accompanying recognition are either:

1) Formal Recognition which is the right to meet and confer in good faith as the conference representative in a representational unit; or

2) Informal Recognition which is the right to consultation in good faith by all recognized employee organizations.

~~2~~3) Representational Unit shall mean a unit as established by §11.03(B) of this Section.

11.03 Designation and Recognition of Bargaining Representative

- A. The Chief Personnel Officer and his/her representative shall be the Bargaining Representatives for the City of Riverbank for the purpose of meeting and conferring in good faith pursuant to Government Code §3500 - §3511 inclusive.
- B. There shall be not more than two (2) representational units of employees for purposes of extending formal recognition to, and meeting and conferring in good faith with, the conference representative of the City of Riverbank. If the City employees request more than one (1) representational unit, said additional unit(s) shall be established as follows:
 - 1) Management and Supervisory employees and
 - 2) Miscellaneous employees
- C. Every regular authorized position identified in the Employee Compensation unit may choose a single organization as its bargaining representative, which shall be formally recognized by the City Council as the unit's bargaining representative in compliance with applicable State Law, as it now exists, or as it may hereafter be amended. Such choice shall be made by means of a secret ballot representational election, with a ballot containing the names of all employee organizations petitioning to represent a representational unit, and a choice of having no bargaining representation. Upon presentation to the Chief Personnel Officer of a petition, signed by at least thirty (30) percent of the employees in the representational unit, asking that an election be held and that a named organization be placed on the ballot, a representational election shall be held.
- D. Each employee representational unit may choose a single organization as its bargaining representative, which shall be formally recognized by the City Council as the unit's bargaining representative in compliance with applicable State law, as it now exists, or as it may hereafter be amended. Such choice shall be made by means of a secret ballot representational election, with a ballot containing the names of all employee organizations petitioning to represent a representational unit, and a choice of having no bargaining representation. Upon presentation to the Chief Personnel Officer of a petition, signed by at least thirty (30) percent of the employees in the representational unit, asking that an election be held and that a named organization be placed on the ballot, a representational election shall be held.

Elections shall be decided on the basis of a majority vote of the employees in the representational unit voting at such election.

- E. Each employee representational unit shall be represented by no more than one recognized employee organization, although this shall not preclude an employee who is not a member of a recognized employee organization from representing himself/herself.

A recognized employee organization shall remain representative of a particular unit for a minimum of one full calendar year and no other organization shall represent employees of the representation unit during that time with regard to matters within the scope of representation as set forth herein.

- F. In cases where there is no recognized employee organization for an employee representational unit, an organization elected by representational unit, shall become the formally recognized employee organization and bargaining representative on the day such organization is formally recognized by the City Council.

In cases where an incumbent formally recognized employee organization is decertified by another employee organization, the newly elected organization shall be recognized by the City Council immediately upon the certification of the election results.

11.04 Bargaining Procedure

- A. Within the first sixty (60) days of each calendar year, each formally recognized employee organization and the Chief Personnel Officer, or his/her representative, shall mutually exchange written proposals on salaries, fringe benefits, and other terms and conditions of employment to affect each representational unit during the coming year. Following such exchange, representatives of each formally recognized employee organization shall meet at mutually agreeable times and places, with the Chief Personnel Officer or his/her representative(s) for the purpose of conferring in good faith regarding wages, hours, and other terms and conditions of employment. The parties, in conferring, shall consider, but are not limited to consideration of prevailing rates and standards in private business and other public employment, cost of living, internal salary relationships in the City of Riverbank, and the financial condition of the City of Riverbank.
- B. If agreement is reached by the Chief Personnel Officer and his/her representatives and the formally recognized employee organization representative, they shall jointly prepare a written Memorandum of Understanding, which shall not be binding; sign it, and present it to the City Council for its determination. The City Council may approve or reject the Memorandum of Understanding and enact such Ordinances or Resolutions necessary to implement said Memorandum of Understanding.
- C. If, after a reasonable period of time, representatives of the City of Riverbank and the formally recognized employee organization fail to reach agreement, the City of Riverbank and the formally recognized employee organization together may agree upon the appointment of a mediator mutually agreeable to the parties. Cost of mediation shall be divided one-half to the City of Riverbank and one-half to the formally recognized employee organization.
- D. All Memorandum of Understanding regarding cost items shall be submitted to the City Council by May 1st of each year for consideration at the annual budget hearings, or as requested by the City Council at other times.
- ~~D.~~
- E. The City Council shall cause written notice to be provided to each recognized employee organization concerning matters described in Government Code §3504.5.

11.05 Scope of Representation

Conference representatives may meet and confer in good faith and execute a written Memorandum of Understanding on any matter of employer-employee relations, except,

however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or Executive Order.

11.06 Rights and Duties of Conference Representatives and Recognized Employee Organizations

- A. Each employee organization which seeks recognition from the City Council shall file a petition with the City Council containing the following information and documentation:
 - 1. Name and address of the employee organization.
 - 2. Names and titles of its officers.
 - 3. Names of employee organization representatives who are authorized to speak on behalf of its members.
 - 4. A statement that the employee organization has one of its primary purposes, representing employees in their employment relations with the City.
 - 5. A statement whether the employee organization is a chapter or local of, or affiliated directly or indirectly in any manner with a regional or state or national or international organization.
 - 6. Certified copies of the employee organization's Constitution and Bylaws.
 - 7. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose. In addition, any employee organization seeking informal recognition shall file with the City Council a statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Chief Personnel Officer.
- B. Conference representative of either party shall have the right to meet with conference representatives of the other part, upon reasonable notice, to discuss any problem regarding employer-employee relations arising within the representational unit, or any problems arising under a written Memorandum of Understanding between the parties.
- C. The City of Riverbank shall allow a reasonable number of employee representatives of a formally recognized employee organization reasonable time off without loss of compensation or other benefits when formally meeting and conferring with the Chief Personnel Officer or his/her representatives regarding matters within the scope of representation, or for the purpose of consultation in good faith.
- D. The City of Riverbank shall provide reasonable space on bulletin boards at places of work for the use of recognized employee organizations to inform employees about organizational activities and affairs.
- E. Agents shall be allowed to visit places of City employment where employees it represents are at work, for the purpose of observing conditions of work, or consulting with members regarding immediate grievances or job problems. Such visits shall not be permitted to interfere with the orderly flow of work, nor cause an unsafe condition.

11.07 No Discrimination

- A. There shall be no discrimination by the City of Riverbank in employment conditions or treatment of employees on the basis of race, sex, creed, color, national origin, ancestry, or membership, non-membership, or participation in the activities of any lawful organization.
- B. There shall be no discrimination by any employee organization in treatment of its members on the basis of race, sex, creed, color, national origin, ancestry, membership, non-membership, or participation in the activities of any lawful organization.

11.08 Classifications Restricted from Representing Recognized Employee Organizations

The Chief Personnel Officer, elected officials, and department heads shall be restricted from representing a recognized non-management employee organization to avoid potential conflicts of interest.

Nothing herein prohibits employees from joining an employee organization; however, restrictions are placed upon certain employees in representing the organization.

11.09 Savings Clause

If, at any time, any part of this Section should be found to be unconstitutional, or contrary to applicable law as it now exists, or as it may hereafter be amended, the remainder of the Section will not be affected thereby.

SECTION 12.00 – MISCELLANEOUS PROVISIONS

12.01 Outside Employment

Any regular employee desiring to engage in outside employment shall first obtain non-City conflict job approval from his/her Department Head. The Employee shall submit a statement to his/her Department Head on a standard City form, naming the prospective employer, his/her address and telephone number, and outlining the proposed duties and the hours of work. Approval may be denied if, in the opinion of the Department Head, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to review by the Chief Personnel Officer, and shall be re-submitted prior to January 10th each year to maintain a valid, continuous authorization.

12.02 Uniforms

The City shall provide and maintain sixteen (16) shirts and pants to regular full-time employees of the Public Works Department.

The Chief Personnel Officer may establish administrative rules and procedures for the administration of the uniform allowance program.

Rain Gear

Rain gear consisting of waterproof boots, pants, coat and hat, will be provided to all Public Works and Water Department field employees at City expense.

12.03 Contracting Unit Work

During the term of this MOU the City agrees not to contract out work of any position, and will not terminate any existing employee as a result of subcontracting of any work that has been performed by the members of the Bargaining Unit. Vacant positions that have not been filled may be contracted out for not more than one (1) year.

SECTION 13.00 – AGREEMENT

13.01 Entire Agreement

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters is hereby superseded and terminated in its entirety.

In the event that any provision of this MOU is found to be in conflict with a City rule, regulation, or resolution, the provision of this MOU shall prevail over such conflicting rule, regulation or resolution.

13.02 Severability of Provisions

Should any part of this MOU is for any reason held to be invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such part shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall remain in full force and effect for the duration of this MOU.

13.03 Modifications, Amendments and Revisions

The terms and conditions of this MOU may be modified, amended or revised, only through the voluntary and mutual consent of both parties.

13.04 Ratification

This Agreement shall be in full force and effect upon adoption by the City Council of the City and implementation of its terms and conditions by appropriate ordinance, resolution, or other lawful action. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association.

SIGNATURES

For the City of Riverbank

For the Riverbank Mid-Management
Employees Association

Jill Anderson
City Manager

Dawn Morrell
~~Shop Steward~~ [RMMEA Secretary/Treasurer](#)

Donna Williamson
Attorney

Michael Riddell
~~Shop Steward~~ [RMMEA President](#)

[W. Robert Phibbs](#)
[Association Counsel](#)

Appendix A

City of Riverbank Position Classifications and Salary Ranges

<u>Classification Title</u>	<u>Salary Range</u>
Accountant	125
Accounting Manager	146
Administrative Analyst II	128
Administrative Assistant/Confidential	111
Building Official	155
City Planner	174
Deputy Development Services Director – Operations	167 169
Human Resources Analyst	123 125
Human Services Specialist/Administrative Analyst II	128
Park & Facilities Maintenance Supervisor	123
Public Works Supervisor	132
Recreation Supervisor	123 125
Senior Building Inspector	140
Senior Community Development Specialist	122
Senior Management Analyst	144 146
Senior Management Analyst/City Clerk	146
Wastewater Treatment Plant Supervisor	132
Water Supervisor	132

Appendix B

City of Riverbank Employee Compensation Plan

~~July 1, 2011~~ October 1, 2013 – ~~June 30, 2013~~ January 2, 2015

Classification	Range	A	B	C	D	E
Accountant	125	4,494.27	4,718.98	4,954.93	5,202.68	5,462.81
<u>Accounting Manager</u>	<u>146</u>	<u>5,538.71</u>	<u>5,815.65</u>	<u>6,106.43</u>	<u>6,411.75</u>	<u>6,732.34</u>
<u>Administrative Analyst II</u>	<u>128</u>	<u>4,630.45</u>	<u>4,861.97</u>	<u>5,105.07</u>	<u>5,360.32</u>	<u>5,628.34</u>
Administrative Assistant/Confidential	111	3,909.86	4,105.35	4,310.62	4,526.15	4,752.46
Building Official	155	6,057.62	6,360.50	6,678.53	7,012.46	7,363.08
City Planner	174	7,318.25	7,684.16	8,068.37	8,471.79	8,895.38
Deputy Development Services Director - Operations	167 <u>69</u>	6,825.88 <u>3.07</u>	7,167.17 <u>1.22</u>	7,525.53 <u>6.78</u>	7,901.81 <u>0.62</u>	8,296.90 <u>3.65</u>
Human Resources Analyst	123 <u>25</u>	4,405.72 <u>4.27</u>	4,626.01 <u>8.98</u>	4,857.31 <u>4.93</u>	5,100.18 <u>2.68</u>	5,355.19 <u>2.81</u>
<u>Human Services Specialist/Administrative Analyst II</u>	<u>128</u>	<u>4,630.45</u>	<u>4,861.97</u>	<u>5,105.07</u>	<u>5,360.32</u>	<u>5,628.34</u>
Parks & Facilities Maintenance Supervisor	123	4,405.72	4,626.01	4,857.31	5,100.18	5,355.19
Public Works Supervisor	132	4,818.47	5,059.39	5,312.36	5,577.98	5,856.88
Recreation Supervisor	123 <u>25</u>	4,405.72 <u>4.27</u>	4,626.01 <u>8.98</u>	4,857.31 <u>4.93</u>	5,100.18 <u>2.68</u>	5,355.19 <u>2.81</u>
Senior Building Inspector	140	5,217.71	5,478.60	5,752.53	6,040.16	6,342.17
Senior Community Development Specialist	122	4,362.10	4,580.21	4,809.22	5,049.68	5,302.16
Senior Management Analyst	144 <u>46</u>	5,429.66 <u>8.71</u>	5,701.04 <u>5.65</u>	5,986.09 <u>6.43</u>	6,285.39 <u>1.75</u>	6,599.66 <u>2.34</u>
<u>Senior Management Analyst/City Clerk</u>	<u>146</u>	<u>5,538.71</u>	<u>5,815.65</u>	<u>6,106.43</u>	<u>6,411.75</u>	<u>6,732.34</u>
Waste Water Treatment Plant Supervisor	132	4,818.47	5,059.39	5,312.36	5,577.98	5,856.88
Water Supervisor	132	4,818.47	5,059.39	5,312.36	5,577.98	5,856.88

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	November 25, 2013
Subject:	Consideration of a Resolution Approving the Memorandum of Understanding between City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance Katie Lemons, Human Resources Manager Alvaro Zamora, Human Resources Analyst

RECOMMENDATION

It is recommended that the City Council adopt a Resolution approving the Memorandum of Understanding between City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit.

SUMMARY

An agreement has been reached between the City of Riverbank and the Miscellaneous Employees Bargaining Unit. This Memorandum of Understanding (MOU) has been reached by mutual consent and through the good-faith negotiation efforts of both parties. The MOU details the terms and conditions of employment for the term of October 1, 2013 through January 2, 2015.

BACKGROUND

The Miscellaneous Employees Bargaining Unit was first established in 1972. It is currently composed of 28 employees, and includes clerical and field personnel.

In January 2013 the City contacted the Miscellaneous Employees Bargaining Unit to inform them that the MOU, then in effect, was set to expire on June 30, 2013. The City expressed its desire to commence good-faith labor negotiations with their bargaining team. An initial labor negotiations meeting was held in February 2013 to discuss negotiations protocol, ground rules, and scheduling of future meetings. Through the negotiations process, it became clear to both parties that the City's financial status would weigh heavily on the results of the negotiations. In April 2013, due to the continuing City budget challenges, both parties by mutual consent agreed to suspend labor negotiation until after the City Council approved the Final Budget for

Fiscal Year 2013-2014. This would allow the City to provide accurate numbers and a clear picture of the City's economic status to the bargaining group. Providing the group with accurate information would assist both parties in negotiating in good-faith regarding the wages, hours, and other terms and conditions of employment with the Miscellaneous Employees Bargaining Unit.

Labor negotiations were renewed in July 2013. During the subsequent negotiation meetings several proposals were exchanged between the City and the Miscellaneous Employees Bargaining Unit before coming to a mutual consent on a Tentative Agreement. The City's bargaining team strongly believes that the agreed upon Tentative Agreement is the most fair and affordable agreement given our current economic status.

As such, the two parties are requesting that the City Council consider the approval of the October 1, 2013 – January 2, 2015 MOU between the City of Riverbank and the Miscellaneous Employees Bargaining Unit.

Key Terms Of The Agreement:

The elements that comprise the agreement are as follows:

1. Term of the agreement, October 1, 2013 to January 2, 2015.
2. Compensation: A one-time off schedule bonus of \$500 to be paid in the first full pay period in December 2013. A one-time off schedule bonus of \$500 to be paid in the first full pay period in July 2014.
3. Benefits: Status Quo however, City agrees to explore plan design options together with the Union to see if better options may be available. The parties may make changes by mutual agreement.
4. Additional Paid Time Off:
 - a. For fiscal year 2013-2014, the City will provide employees with additional paid time off on November 27th, December 23rd, 26th, 27th, and 30th 2013.

November '13						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December '13						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1			

- b. For fiscal year 2014-2015, the City will close on November 26th, December 26th, 29th, and 30th 2014 and January 2nd 2015, with paid leave for those days off. *Employees will not receive paid time off for any of these closure days in December 2014 and January 2015 that may be regular days off due to alternative schedules).*

November '14							December '14						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31	1	2	
30													

5. Me-Too Clause with the Mid-Management Bargaining Unit: The City agrees to Me-Too language for compensation that expressly sunsets on January 2, 2015, and does not continue unless re-negotiated.
6. MOU Sections 7.01 & 9.02: The City agrees to research possible options to use existing sick leave cash-out towards a medical insurance bank to be used to pay insurance premiums in retirement if this option can be provided at no cost to the City.
7. Contract Language Clean-up: By mutual agreement language to the following to sections to be cleaned-up and/or clarified:
 - a. Section 5.05, D (Language was added to clarify that an increase to Step B in a pay range is automatic upon successful completion of an employee's probationary period.)
 - b. Section 10.04 – Out of Class Pay (Personnel Rules & Regulations): Item was clarified at a negotiations meeting. Out of Class Pay was already in place in the Personnel Rules & Regulations.
8. Extend currently suspended contract benefits (Section 8.01 Tuition Reimbursement and Section 9.02, G Sick Leave Cash-Out) through January 2, 2015. However, City will remove the language of the suspension from the collective bargaining agreement and memorialize in a Sideletter of Agreement that expires on January 2, 2015.
9. Bereavement Leave: Include “Legal Guardian” in definition of immediate family under Section 9.05.

10. Flexible Work Schedule: The City has the right to re-open on the subject of a 9/80 work schedule during the term of this Agreement.
11. Parties withdrawal all other outstanding proposals.
12. Contract language not changed by this Agreement remains status quo.

Other Updates/Revisions:

1. Retirement: Updated PERS Retirement formula and LIUNA National (Industrial) Pension Fund contribution rate. The updates were necessary to comply with new PERS regulations and the LIUNA Funding Rehabilitation Plan agreement dated March 23, 2011. PERS retirement formula changed to 2% @ 62 for all new eligible employees hired on or after January 1, 2013. Effective July 1, 2013 the LIUNA Pension contribution rate increased to \$1.26 per hour and effective July 1, 2014 the contribution rate will increase to \$1.39 per hour.

FINANCIAL IMPACT

The financial impact associated with the negotiated one-time bonus for each Fiscal Year of 2013-14 and 2014-15 is as follows:

Total Cost: \$14,203

Fund Impacts:

General Fund: \$3,627
Gas Tax: \$1,325
Sewer Fund: \$2,927
LTF: \$507
Water Fund: \$3,409
Code Enforcement Fund: \$507
Equipment Pool: \$507
L&L: \$380
LRA: \$507
Housing: \$507

ATTACHMENTS

1. Resolution
2. October 1, 2013 – January 2, 2015 Memorandum of Understanding
3. Sideletter Agreement

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS LOCAL UNION, AFL:CIO #1130 FOR THE TERM OF OCTOBER 1, 2013 TO JANUARY 2, 2015, REGARDING THE SALARIES, BENEFITS, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

WHEREAS, the provisions of Title 4, Section 36506 of the Government Code of the State of California provide that the salaries of employees of General Law cities may be fixed or increased by resolution; and

WHEREAS, Title I, Chapter 35 of the Riverbank City Code provides that the City Council may from time to time by resolution, change the compensation of employees of the City and may by resolution adopt salary and wage scales ; and

WHEREAS, A Memorandum of Understanding regarding salaries, benefits, hours, and other terms and conditions of employment has been approved and executed by the authorized representatives of the Northern California District Council of Laborers and its affiliate, Construction, Production & Maintenance Laborers Local Union, AFL:CIO #1130, and the City Manager; and

WHEREAS, the City Council of the City of Riverbank desires to adopt such Memorandum of understanding.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Riverbank hereby approve and ratify the Memorandum of Understanding attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the provisions contained herein pertaining to salaries, employee benefits, hours, and other terms and conditions of employment are, by this Resolution, made operable.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25TH day of November, 2013; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle H. Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF RIVERBANK

AND

THE REPRESENTATIVES OF THE
NORTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS AND ITS
AFFILIATE,
CONSTRUCTION, PRODUCTION &
MAINTENANCE LABORERS
LOCAL UNION, AFL:CIO #1130

~~JULY 1, 2011~~ OCTOBER 1, 2013 – ~~JUNE 30,~~
~~2013~~ JANUARY 2, 2015

**RIVERBANK MUNICIPAL EMPLOYEE ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

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Agreement Between CITY OF RIVERBANK AND RIVERBANK MUNICIPAL EMPLOYEES ASSOCIATION

SECTION 1.00 – MEMORANDUM OF UNDERSTANDING

1.01 Parties Of Understanding

This Memorandum of Understanding hereinafter referred as “MOU” is between the authorized representatives of the City of Riverbank, hereinafter referred to as the “City”, and the authorized representatives of the Northern California District Council of Laborers and its affiliate, Construction, Production & Maintenance Laborers Local Union, AFL:CIO #1130, hereinafter referred to as the “Union”, the recognized employee organization for the classifications listed in Appendix “A” of this MOU.

This MOU complies with the provisions of the State of California Public Employees Representation Law, as contained in Section 3500 of the Government Code of the State of California, in that the Employer-Employee representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

This MOU also complies with Ordinance No. 72-04 relating to Employer-Employee relations, as adopted and amended by the City Council of the City of Riverbank.

1.02 General Conditions

This MOU does not modify or change the provisions of the Personnel Rules and Regulations of the City of Riverbank unless specific reference is made herein to modify or add to the existing Personnel Rules and Regulations.

This MOU does not modify existing salaries, benefits, hours and terms and conditions of employment contained in the currently adopted Pay and Classification Plan, except as noted herein. Such benefits and terms of employment remain unmodified and shall continue in full force and effect throughout the term of this MOU.

1.03 Terms of Agreement

This MOU embodies all modifications on salaries, hours, employee benefits, and other terms and conditions of employment for a ~~one-year~~fifteen (15) month term. This MOU is retroactive to ~~July 1, 2011~~October 1, 2013 continuing through 11:59 p.m., ~~June 30, 2013~~January 2, 2015 at which time the MOU terminates.

SECTION 2.00 – UNION RIGHTS

2.01 Agency Shop Agreement

A. Agency Shop Condition

Effective July 9, 2001, the Employer (City of Riverbank) agrees, in accordance with California State Law (SB-739 – Government Code 3500-3510) to require all bargaining unit employees to either:

1. Join the Union and pay normal dues and initiation fees; or
2. Pay and “agency fee” in the amount of dues for representation by the Union in accordance with State Law.

B. Exclusions

The Agency Shop arrangement shall not apply to Management, confidential, or supervisory employees of the Employer.

C. Conscientious Objectors

Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support public employee organizations, or shall not be required to join or support any public employee organization as a condition of employment.

D. Service Fee

The employee who is a conscientious objector may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to nonreligious, non-labor charitable fund exempt from taxation under Section 501 c (3) of the Internal Revenue Code, chosen by the employee from the following list of 3:

1. The United Way
2. The Salvation Army
3. San Joaquin County Food Bank

Proof of the payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

E. Challenge of Fees

The employee organization must provide an explanation for the basis of the fees, a reasonable prompt opportunity for fee payers to challenge the fee amount before an impartial decision-maker, and an escrow account for amounts reasonably in dispute while a challenge is pending.

F. Record of Financial Transactions

The recognized employee organization shall keep an adequate itemized record of its financial transactions and shall make available annually, to the public agency and to the employees who are members of the organization, within sixty (60) days after the end of the fiscal year, a detailed written financial report thereto in the form of a balance sheet and an operating statement, by a certified public accountant. An employee organization required to file financial reports under the Labor-Management Disclosure Act of 1959 or required to file financial reports under Section 3546.5 may satisfy the financial reporting requirement of this section by providing the public agency with a copy of the financial reports.

G. Duration of Obligation

Agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the recognized bargaining representative, notwithstanding the expiration of any agreement between the City of Riverbank and the recognized employee organization.

H. Hold Harmless

The Union shall indemnify and hold the City, its officers and employees harmless from any and all liability resulting from any claims, demands, lawsuits, or other action arising from compliance with the provisions of the Agency Shop agreement.

SECTION 3.00 – MANAGEMENT RIGHTS

3.01 Management Rights

It is the exclusive right of the City to direct its employees, take disciplinary for proper cause, relieve its employees from duty because of lack of work or for other legitimate reason, classify and reclassify positions, and determine the methods, means, and personnel by which the City of Riverbank's operations are to be conducted. In no event shall the exercise of these rights be contrary to any other applicable provision of the law.

SECTION 4.00 – HOURS OF WORK

4.01 Standard Work Periods

The standard workday, exclusive of lunchtime, shall be eight (8) hours, and the standard workweek shall be forty (40) hours, to be worked within five (5) consecutive days. The workday for part-time employees shall be established as directed by the Department Head.

4.02 Exceptions to Standard Work Periods

The City Manager is hereby authorized to designate other work periods and working hours for employees when, in his/her opinion, the best interest of the City may be served by such adjustment of the standard work periods and hours. The procedure for making adjustment in the standard work periods and hours shall be consistent with the provisions of §3504.5 of the Government Code. *(Government Code Section 3504.5 provides that, except in cases of emergency, notice and an opportunity to meet and confer shall be given prior to enacting any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation.)* [The City has the right to re-open on the subject of a 9/80 work schedule during the term of this Agreement.](#)

4.03 Pay Periods

The pay period for all employees shall be bi-weekly and salaries will be paid every other Thursday of each month.

Except for employees being terminated, salaries will be paid only on regular pay days, unless early payment is approved by the Chief Personnel Officer. Employees leaving the municipal service will be paid by the following payroll period following the date of termination, retirement, or resignation. Before the employee receives the final check, the Finance Director will have written clearance from the Department concerned that said employee has returned all City-owned tools, clothing, keys, and equipment.

The method of distributing payroll checks shall be established by the Chief Personnel Officer.

SECTION 5.00 –SALARY AND COMPENSATION

5.01 Salary Adjustments

During the term of this agreement there will be no salary increase. All classifications covered by this MOU shall maintain their current salary ranges as shown in Appendix "A".

A one-time off schedule bonus of \$500 will be paid in the first full pay period in December 2013. A one-time off schedule bonus of \$500 will be paid in the first full pay period in July 2014.

~~Prior to the beginning of the 2012-2013 fiscal year Union representatives may request to re-open negotiations only with respect to a potential Cost of Living Adjustment (COLA) for the 2012-2013 fiscal year.~~

5.02 Me-Too Clause

If during the term of this MOU should any other recognized Bargaining Group reach an agreement which results in a higher financial benefit than that of the Riverbank Miscellaneous Employees' Association, the City agrees to grant such financial benefit increase to the Miscellaneous Employees' Association bargaining group. The Parties agree that this "Me-Too Clause" will sunset on January 2, 2015, and does not continue unless re-negotiated.

5.03 Employee Compensation Plan

An Employee Compensation Plan shall be established to provide salary schedules, salary rates, salary ranges, and steps and time intervals for salary review. Each class in the City Classification Plan shall be assigned a salary range or a rate established by the Compensation Plan. All persons employed by the City shall be compensated in accordance with the Compensation Plan then in affect and appended hereto as ~~Appendices "B", "C", and "D"~~ Appendix "A".

5.04 Computation of Salary

Salary rates for all authorized City positions are set forth in the Employee Compensation Plan. In the conversion table included in the Plan, hourly rates are based on 2,080 hours per year.

5.05 Application of Salary Ranges and Rates

A. Appointment

All initial appointments to classes assigned a pay range in the City Compensation Plan shall be at the first step of the salary range, provided that the Chief Personnel Officer may make an appointment to a position at an appropriate higher salary step when in his/her opinion, it is difficult to obtain qualified personnel at the starting salary, or when the education or experience of a proposed employee is substantially superior to that required of the class and justifies a beginning salary in excess of the first step.

B. Promotion

Any employee receiving a promotion shall start on the first step of the salary range of the class to which he/she is promoted and be eligible for merit increases as elsewhere provided, unless his/her present salary level is equal to or exceeds the first step of the class to which he/she is promoted. In that event, the employee shall be assigned to the step in the salary range to which he/she is promoted that is the equivalent of at least a five percent (5%) increase in salary.

When the promotion includes the assigned responsibility of supervision over other employees, the salary level shall be increased by assigning the promoted employee to a higher step within the salary range to allow his/her annual salary to be a minimum of five percent (5%) above the salary of those he/she supervises.

C. Transfer

A transfer does not affect an employee's salary level.

D. Advancement Within Salary Range

An employee shall be considered for salary advancement in accordance with the time intervals established in the Employee Compensation Plan and the following provisions.

- 1) Automatic for Successful Completion of Probationary Period: Advancement to Step "B" in a salary range shall be automatic and effective on the first day of the payroll period following satisfactory evaluation of six (6) months of service. Failure of Management to evaluate the employee within six months will automatically cause the employee to become a full-time regular employee with the City of Riverbank.
- 2) Merit: Advancement to Steps "C", "D", and "E" in a salary range shall be granted for continued improvement and efficient and effective service by the employee in the performance of his/her duties. Such merit advancement shall be made only upon recommendations of the Department Head after an annual evaluation.

Nothing herein prohibits the granting of a merit salary advancement prior to the normal time intervals established in the Employee Compensation Plan. All merit salary advancements shall be effective on the first day of the payroll period immediately following the employee's salary anniversary date.

Salary adjustments resulting from an employee's promotion or demotion shall become effective on the first day of the payroll period ~~coinciding with or~~ following the employee's promotion or demotion.

5.06 Deductions

Deductions from employee's pay shall be made in accordance with prevailing laws, contract and administrative rules, and procedures established by the Chief Personnel Officer.

5.07 Overtime Policy

Overtime is defined as the time worked beyond the normal eight (8) hours in a workday, or forty (40) hours in a workweek.

Until an employee accumulates 100 hours of compensatory time, the employee will determine whether overtime work is to be compensated for by "compensatory time" or "paid overtime".

Non-Standard Work Periods

Overtime for employees assigned to non-standard work periods and working hours as provided in §3.02 herein, shall be defined as follows:

Overtime shall be any time worked over 40 hours in a given workweek and any time worked in excess of eight (8) hours in a given day when 40 hours have been paid during the workweek.

A. Overtime Compensation

Overtime may be compensated for either by compensatory time off at one and one-half (1½) times the hours worked, or by payment at one and one-half (1½) times the employee's basic hourly salary rate. Compensatory time off shall be granted only upon approval by the employee's Department Head.

All employees may accrue compensatory time off to a maximum of one hundred (100) hours.

B. Overtime – Compensation Exception: Cheese & Wine Festival

Public Works Personnel shall not be required to work overtime as a result of the Cheese and Wine Festival. Any Public Works employee who agrees to work overtime for the Cheese and Wine Festival will be paid at the rate of one and a half (1½) time the regular compensation except Sunday call outs which will be reimbursed at (2) times the regular compensation. Any person called out will be paid a minimum of four (4) hours compensation.

5.08 Compensatory Time

A. Compensatory Time Cash-Out

Compensatory time may be “cashed in” once a year for a total of forty (40) hours only if the employee has at least forty (40) hours of compensatory time on the books. Employees separating themselves from the City service shall be allowed to use compensatory time earned prior to the effective separating date.

Compensatory time earned by an employee who is required to work in excess of the normal workweek, shall be recorded by the immediate supervisor of the employee on the time card.

B. Compensatory Time Off

Use of compensatory time earned must be scheduled at least twenty-four (24) hours in advance and requires the concurrence of the Department Head for the requested time off.

Employees shall not be required to give reason for requesting compensatory time off. Exceptions to this procedure will be made only upon written authorization by the Chief Personnel Officer.

5.09 Callback Compensation

Employees who are called to work overtime from their day off or other off-duty hours, except for disciplinary purposes, shall be compensated for a minimum of two (2) hours work at time and one-half (1½), or as provided in §4.09.

Overtime shall commence at the time an employee reaches the place where he/she is directed to report and shall continue until he/she is released or the work is completed, whichever is the earlier.

5.10 On-Call Compensation

Compensation for regularly established emergency on-call service shall be in the amount set forth in the Employee Compensation Plan.

Compensation for regularly established on-call service shall be an additional five (5) hours per week at time and one-half (1½).

Presently compensation is set at time and a half for regular working days and double time for Sundays and Holidays. Employees called out will receive a minimum of two hours time. Employees on call will be provided a City vehicle to take home in order to facilitate response to emergency service request.

5.11 Attendance of Training Courses

City employees should feel free to attend training courses available during days off if they so desire. However, compensation for attendance at training courses held during days off (weekends), vacations, or holidays, will be authorized only where employees have been directed by their Department Head to attend such.

5.12 Longevity Pay

Longevity Pay is designed to provide for certain eligible and qualified employees of the City, compensation in addition to their regular base pay. The maximum merit salary increase an employee may be granted in any one fiscal year is two and one-half percent. The total longevity pay increase any employee can receive during their term of employment is five percent.

A. Eligibility & Qualifications

An employee may be eligible for a longevity pay increase only if he/she has been with the City ten (10) consecutive years and has remained at Step E (final step) for five (5) years.

The increase is based strictly on exceptional performance and merit. To minimally qualify for the increase an employee would:

1. Need to have fifty percent of his/her performance appraisal ratings in the four or five category;
2. Have no rating in the one or two category; and
3. Be recommended for an increase by his/her supervisor and/or department head.

B. Appeal

Within five (5) days after receiving the performance appraisal, the employee may request in writing, a review of the appraisal with the Chief Personnel Officer. Within five days after said review, the Chief Personnel Officer shall either accept the original performance appraisal, a modified appraisal, or cause a new appraisal to be prepared which shall be entered into the personnel file as the official performance appraisal. The official appraisal shall bear the Chief Personnel Officer's signature. The decision of the Chief Personnel Officer shall be final.

A longevity pay increase will only be considered during the employee's annual performance appraisal.

SECTION 6.00 – PROBATIONARY PERIOD

6.01 Probationary Period

All original and promotional appointments to regular municipal service positions shall be tentative and subject to a probationary period of not less than six (6) months. The probationary period may be extended with the approval of the Chief Personnel Officer for a period not to exceed an additional six months, upon the recommendation of the Department Head that unusual conditions justify such extension.

6.02 Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employees whose performance does not meet the acceptable standards of the work.

6.03 Rejection of Probationer

The Chief Personnel Officer or any department head may suspend, demote, or terminate a probationer under his/her control from their position at any time without cause and without the right of appeal or to submit a grievance.

6.04 Rejection Following Promotion

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted or a comparable position, unless charges are filed and he/she is discharged in the manner provided in Section 10.00 herein.

Employees who elect a voluntary demotion after the six (6) month probationary period for a promotional appointment may be reinstated to the position from which he/she was promoted or to a comparable position.

SECTION 7.00 – BENEFITS

7.01 Health Benefits

During the term of this MOU the City shall continue to provide group health benefits to employees covered by this MOU and their eligible dependents as provided below. As used in this section group health benefits shall include medical, dental and vision insurance.

A. Medical

The City agrees to contract with Blue Shield to provide a High-Deductible Health Plan (HDHP) to eligible employees and their eligible dependents. As permitted by the HDHP the City shall establish a Health Savings Account (HSA) on behalf of each eligible employee of the City.

During the term of this agreement the City shall pay 100% of the premium cost for employees and their dependents.

During the term of this agreement the City shall pay 100% of the plan's annual deductible by depositing said amounts into each employee's HSA. The annual deductible for the Blue Shield plan is \$5,000.00 for family coverage and \$2,500.00 for single coverage.

During the term of this agreement employees covered by this plan shall pay 100% of the employee's annual out-of-pocket maximum, only in the event that an employee exhausts his/her annual deductible for that calendar year. The annual out-of-pocket maximum for the Blue Shield plan is \$3,000.00 for family coverage and \$1,500.00 for single coverage.

Family coverage consists of the employee plus one or more dependents and single coverage consists of the employee only.

The effective date of coverage for new employees shall be the first of the month following a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

Medical Insurance Allowance

Any employee covered by this MOU who has medical insurance coverage through their spouse, or who has medical insurance coverage as an eligible dependent of a person employed elsewhere, may request that their medical plan coverage as an employee of the City be terminated. Those

employees who waive the medical insurance coverage shall be eligible to receive taxable cash in the amount of \$250.00 per month. To participate in this program, the employee shall sign a waiver, provided by the City, and provide proof of other medical insurance coverage which shall be provided to the Human Resources Department. Once coverage is waived the employee can only reenroll in the City medical insurance plan during open enrollment or as allowed by law. (Eff_07/01/07)

B. Dental

During the term of this agreement the City shall pay 100% of the premium cost for employees and their dependents.

The City contracts with Stanislaus Foundation for Medical and Dental Care (SFMDc) to provide dental insurance to employee and their eligible dependents. Dental benefits shall be provided as outlined on the SFMDc Benefits Outline sheet.

The effective date of coverage for new employees shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

C. Vision

During the term of this agreement the City shall pay 100% of the premium cost for employees and their dependents.

Employees and eligible dependents shall be provided vision insurance subject to the terms and conditions of the City's contract with Vision Service Plan (VSP). Vision benefits shall be provided as stated in the "Enhanced Plan B" of VSP.

The effective date of coverage for new employees shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

7.02 Health Benefits CAP

During the term of this labor agreement, employees enrolled in the single plan for medical coverage as of June 30, 2005 shall receive a credit of \$250.00 per month. Employees whose coverage status changes from single coverage to family coverage will not be eligible for the \$250.00 credit.

Employees who change their coverage status after July 1, 2005 from family coverage to single coverage will not be eligible for the \$250 credit.

New employees with single medical coverage hired after July 1, 2005 will not be eligible for the \$250 credit.

Eligible employees may use their credit for deferred compensation, health club membership fees, PERS buyback (re-deposits), supplemental insurance benefits (AFLAC), college expenses (tuition, books), or United Way donations. At no time may an employee receive cash payment in lieu the credit.

7.03 PERS Retirement

The City contracts with the California Public Employee's Retirement System (PERS) to provide retirement benefits to eligible employees. Retirement benefits and/or options shall include the following:

- 2% @ 55 retirement formula
- 2% @ 60 retirement formula (employees hired on or after 04/09/11)
- [2% @ 62 retirement formula \(employees hired on or after 01/01/13\)](#)
- Sick Leave Credit
- Military Service Credit
- Retired Death Benefit
- Final compensation three (3) years
- COLA 2%
- Death Benefit Continues - Remarriage
- Prior Service Credit

During the term of this agreement employees covered by this MOU shall pay the total PERS member contribution rate of seven percent (7%) of the employee's salary subject to retirement contributions.

Retirement from the municipal service shall be subject to the terms and conditions of the City's contract with the Public Employee's Retirement System.

7.04 Life Insurance

Subject to the terms and conditions of the City's contract with the provider the City shall provide term life insurance coverage for the eligible employees in a total policy amount of fifty thousand dollars (\$50,000.00). This policy also provides accidental death and dismemberment benefit for the employee in an amount not to exceed fifty thousand dollars (\$50,000.00). The City shall pay all premiums for such policy during the term of the agreement.

The effective date of coverage shall be the first of the month following the a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

7.05 Employee Assistance Program

The City shall provide an Employee Assistance Program (EAP) to all eligible employees and their dependents. The employee and/or dependents are entitled to eight (8) sessions per fiscal year (July – June) for counseling and assistance as stated in the EAP plan.

7.06 Deferred Compensation

The City contracts with ICMA Retirement Corporation to offer a deferred compensation plan. Subject to the terms and conditions of ICMA on a voluntary basis eligible employees may defer a portion of their salary into his/her account until the employee's retirement, permanent disability, death, or as allowed by ICMA. The City and Union agree that the City shall make no contributions to this plan on behalf of the enrolled employees.

7.07 LIUNA National (Industrial) Pension Fund

During the term of this agreement the City shall make contributions to the LIUNA National (Industrial) Pension Fund (Pension Fund) on behalf of the employees covered by this MOU. Contributions to the Pension Fund shall be as follows:

- Effective July 1, ~~2011-2013~~ the contribution rate shall be \$~~1.03~~1.26 per hour.
- Effective July 1, ~~2012-2014~~ the contribution rate shall be \$~~1.14~~1.39 per hour.
- Contributions shall be paid monthly to the Pension Fund, to an address specified by MEA.
- The monthly contributions are based on the hours an employee is on paid status up to 40 hours per week. The amount shall be prorated for employees working less than forty (40) hours per week.
- The City shall not make contributions for hours in excess of forty hours per week.

This MOU provision shall not be construed to create a vested right that can be asserted against the City and shall not be construed to guarantee any future funding for the LIUNA pension fund beyond the term of this MOU. Future funding shall be subject to negotiations.

Unless specifically amended by the terms of this Understanding, all other terms and conditions of employment remain as previously established. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment to the Agreement. During the term of this Agreement, the parties agree that neither the Union nor the City shall be obligated to reopen or renegotiate any of the provisions of this agreement.

SECTION 8.00 – REIMBURSEMENTS

8.01 Tuition Reimbursement

The City shall reimburse regular full-time employees expenses incurred for tuition, textbooks, admission fees not to exceed \$1,500 per fiscal year and other required course materials provided the following conditions are met:

- a. The course selected must be directly related to work the employee performs or fulfilling general education requirements;
- b. Prior to enrolling, the course must be approved in advanced by the employee's Department Head and Chief Personnel Officer;
- c. The course must be offered at an accredited college or university;
- d. The employee must receive a passing grade of or equivalent to "C" or better, at the completion of the course;
- e. The class and study time shall be outside the employee's working hours.

Upon completion of a course, the employee shall submit a Tuition Reimbursement form along with paid receipt for tuition, books and materials and proof of passing grade to the Personnel Office. After verification of satisfactory completion of the course, the Personnel Office shall forward the approved tuition reimbursement form to the Finance Department for payment.

Tuition reimbursements shall be amortized over three (3) years. If an employee resigns or is terminated within three (3) years of any tuition reimbursement, the employee will required to pay the City a proportional percentage of the reimbursed amounts. (Eff. 07/01/07)

~~During the term of this agreement, the Tuition Reimbursement benefit is suspended.~~

8.02 Mileage Reimbursement

City employees may receive compensation for use of their personal vehicle in business. Approval must be obtained by the Department Head if employee decides to use personal vehicle. If a personal vehicle is used for City business, the employee must show proof of insurance to his/her immediate Supervisor and must have the minimum liability insurance requirements for private passenger as defined by the California Insurance Code § 11580.1b.

The rate of mileage reimbursement to employees using their private vehicles for City business shall be five (5) cents less than the rate presently in effect by the Internal Revenue Service.

8.03 Safety Boots and Winter Jacket Reimbursement

Annually, eligible employees shall be reimbursed the cost of safety boots and/or winter jacket, the jacket must be bright orange or green and have the City of Riverbank logo. Such reimbursement shall not exceed \$150.00 per fiscal year. Office employees are not eligible for this benefit.

8.04 Personal Property Reimbursement

Damage to personal effects required by the City while in the line of duty will be reimbursed by the City upon the recommendation of the individual's immediate supervisor. Prior condition of the damaged item should be considered in determining the amount of reimbursement.

Damage to personal effects not required by the City, would be allowed under the same conditions as above.

No costs should be incurred by the City when it has demonstrated that loss or damage was due to personal negligence.

No costs should be incurred by the City in an unreasonable amount: if an employee loses a \$300 wristwatch while in the line of duty, it would not be reasonable for the City to reimburse the employee in this amount, inasmuch as he/she did not exercise good judgment in wearing an expensive instrument on a job that has certain hazards connected with it.

Definition of personal effects: Those items worn or carried by the employee in the line of duty.

SECTION 9.00 – LEAVES OF ABSENCE

9.01 Attendance

In every case in which a regular employee is not present for duty, his/her absence shall be reported by the Department Head to the Personnel Office on the Request for Leave form. Since part-time employees are not entitled to leave, only actual time worked will be reported. Request for Leave shall be forwarded to the Personnel Office.

9.02 Sick Leave

A. Statement of Policy

Sick leave shall not be considered as a privilege which an employee may use at his/her own discretion, but shall be granted only upon the recommendation of the Department Head. Sick leave shall be allowed and used only in case of necessity and actual personal sickness or disability, medical or dental treatment, or in case of an emergency illness in the immediate family. Immediate family shall mean the spouse, parent, child, brother, sister, or a close relative residing in the household of the employee.

B. Eligibility

Regular and probationary employees shall be eligible to accrue sick leave. Such employees shall be entitled to sick leave, as authorized in this Section, upon the completion of one (1) month of employment with the City.

In order to receive compensation while absent on sick leave, the employee shall notify his/her department at the beginning of the workday he/she is absent. The employee may be required at any time, by his/her Department Head, to file a physician's certificate, at City's expense, stating they can resume work. However, when an employee is absent due to illness or injury for more than three (3) consecutive working days, a physician's certificate may be required.

Sick leave will not be granted for an illness occurring during any leave of absence other than sick leave, with one exception: an illness or injury occurring while on vacation leave may be covered by sick leave when such illness or injury causes the employee to be hospitalized.

C. Accrual

Sick leave shall be accrued at the rate of eight (8) hours per month for all City employees and there shall be no limit to the amount of sick leave that may be accrued.

D. Deductions

Unless otherwise provided, sick leave will be deducted as follows:

- 1) All City employees shall be charged sick leave at the rate of eight (8) hours of sick leave for each full day absent. Unless exceptions are approved by the City Manager, absence less than a full day will be charged sick leave at the rate of one (1) hour sick leave for each hour absent.
- 2) Any employee scheduled to work on a holiday who reports off sick will be charged sick leave at the appropriate rate authorized above, and the holiday will be accrued.
- 3) Sick leave may be used as needed and approved to the point of depletion, at which time the employee will no longer receive pay for sick leave.

E. Depletion of Sick Leave Benefits

Upon depletion of accumulated sick leave for an injury or illness, and upon the recommendation of the employee's Department Head, an employee may be placed on medical leave of absence without pay for a period not to exceed sixty (60) days. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which will be subject to approval of the Chief Personnel Officer. If further leave is granted, the employee must notify the City of his/her intent to return to work every thirty (30) days. If further leave is not granted, the employee's service with the City shall be considered terminated.

F. Forfeiture Upon Termination

Accumulated sick leave shall be forfeited by all employees upon leaving the municipal service, voluntarily or involuntarily, and whether by reason of retirement for disability, age, or for any reason whatsoever.

Accumulated sick leave may be used for the purpose of computing an employee's PERS retirement.

G. Cash-Out

Employees covered by this MOU may "cash-out" twenty-five (25) hours of sick leave once each fiscal year provided they have a minimum of 200 hours of sick leave on the books. (Eff. 07/01/07)

~~During the term of this agreement, the sick leave cash-out option is suspended.~~

9.03 Vacation

A. Use of Vacation

The purpose of annual vacation leave is to enable each eligible employee to return to his/her work refreshed. For this reason it is the intention of the City that vacation be taken, insofar as possible, in periods of one week or more.

- 1) *When to be taken*: The time at which an employee may use his/her accrued vacation leave and the amount to be taken at any one time, whenever an employee requests a vacation in excess of the amount of days he/she accumulates annually, shall be determined by his/her Department Head with particular regard for the needs of the City, but also, insofar as possible, considering the wishes of the employee.
- 2) *Waiting period*: Employees shall complete six (6) months continuous service before using accrued vacation leave.
- 3) *Double compensation prohibited*: Employees shall not work for the City during their vacation.

B. Eligibility

- 1) *Regular employees*: Regular employees shall be eligible for vacation leave in conformance with paragraph "C" below.
- 2) *Part-time and probationary employees*: Part-time and original appointment probationary employees shall not be eligible for vacation leave.

C. Vacation Accrual

Vacation will be accrued and credited on a bi-weekly basis when an employee is in pay status for fifty (50) percent or more of the workdays in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in pay status:

Years of Service	Accrual Hours Per		Max. Hrs. Accrual
	Pay-Period	Year	
New employee to completion of 5 th year	3.0769	80	400
Start of the 6 th year to completion of 10 th year.	4.6154	120	400
Start of the 11 th year to completion of 15 th year.	6.1538	160	400
Start of 16 th year and succeeding years.	7.6923	200	400

Limits of accrual: Such accrual and credit for all employees shall not exceed four hundred (400) hours.

D. Holidays Falling During Vacation

In the event a City holiday falls within an employee's vacation period which would have excused the employee from work and for which no other compensation is made, said holiday shall not be charged as a vacation day.

E. Vacation at Termination

Employees leaving the municipal service with accrued vacation leave shall be paid the amounts of accrued vacation to the date of termination.

Payments for accrued vacation shall be at the employee's current rate of pay.

Employees who terminate employment with the City and have less than six (6) months continuous service shall not be compensated for accrued vacation.

F. Vacation and Military Leave

An employee who interrupts his/her municipal service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

9.04 Paid Holidays

- A. Regular Holiday for Pay Purposes: The following holidays are recognized as municipal holidays for pay purposes and all regular and probationary employees shall have these days off, except as otherwise provided in Paragraph (b) below:

<u>Paid Holiday</u>	<u>Date</u>
1. New Year's Day	January 1 st
2. Martin Luther King Day	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4 th
6. Labor Day	1 st Monday in September
7. Veteran's Day	November 11
8. Thanksgiving Day	4 th Thursday in November
9. Day After Thanksgiving	4 th Friday in November
10. Christmas Eve	December 24
11. Christmas Day	December 25
12. New Year's Eve	December 31
13. * Floating Holiday - One (1)	Employee's Choice

* During the term of this agreement employees shall receive two (2) additional floating holidays per fiscal year, for a total of three (3) floating holidays. For FY 2013-2014 and FY 2014-2015 the City will close on November 27th, December 23rd, 26th, 27th and 30th 2013, and November 26, December 26, 29 and 30, 2014,- with paid City leave for those days off.

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day named. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day named.

B. Compensation for Work on Paid Holidays

Regular and probationary employees assigned to work on holidays shall receive compensatory time off or pay in lieu of compensatory time off, at twice the regular rate of pay.

9.05 Bereavement Leave

Up to five (5) days leave may be granted to a regular employee by the head of his/her department in the event of death in the employee's family. For the purposes of this section only, the employee's family shall mean the spouse, parents, children, brother, sister, grandmother, grandfather, grandchildren, brother and sister-in-law (current), and mother and father-in-law (current), [legal](#)

guardian, or a close relative residing in the household of the employee. Requests for leave in excess of three (3) days for this purpose shall be subject to approval of the Chief Personnel Officer.

Leave without pay may be granted to a regular employee in the event of death to family members other than one of the immediate family; such leave to be granted in accordance with §8.12.

9.06 Workers' Compensation Leave

Any employee who is absent from work by reason of an injury or illness covered by Workers' Compensation shall continue in pay status under the following provisions:

- A. The difference between the amount granted pursuant to such Workers' Compensation and the employee's regular rate of pay shall be deducted first from the employee's accumulated sick leave, and then from compensatory time, and when authorized by the employee, vacation days.
- B. Such an employee will continue in pay status and receive his/her regular rate of pay until his/her accumulated sick leave, compensatory time, and vacation days have been depleted to the nearest one-half (½) day.
- C. During the time the employee is in pay status while absent from work by reason of injury or illness covered by Workers' Compensation, he/she shall continue to accrue sick leave and vacation benefits as though he/she was not on leave of absence.
- D. Any employee who depletes his/her accumulated sick leave, compensatory time, holidays, and vacation days to maintain pay status while absent from work by reason of an injury or illness covered by Workers' Compensation shall be removed from pay status.

Employees who have been injured in the course and scope of their employment with the City and who are required as a result of such injury to be absent from duty to take physical examinations required by the City's Workers' Compensation insurer or the Industrial accident Commission, or to attend hearings of the Industrial Accident Commission shall be granted leave with pay for such absences by the City Manager when he/she determines such absences are in the best interest of the City and only if the employee is in pay status at the time of the scheduled examination or hearing. Applications for such leaves of absence shall be filed in advance of City of Riverbank Request for Leave form.

9.07 Military Leave

State and other applicable laws shall govern the granting of military leaves of absence and the rights of employees returning from such absences.

9.08 Family Leave Acts

The City shall comply with the requirements of the California Family Rights Act (CFRA) of 1991 and the Family Medical Leave Act (FMLA) of 1993, as they are in effect or may be amended during the term of this agreement.

In accordance with CFRA and FMLA employees who have worked for at least one (1) year and for 1,240 hours during the twelve (12) month period immediately preceding the commencement of leave is entitled for up to twelve weeks (480 hours) of job protected leave.

Leave may only be taken for the following reasons:

- The employee's own serious health condition;
- To care for a child, parent or a spouse who has a serious health condition; or
- To care for the employee's newborn child, or placement of adoption or foster care.

Employees requesting leave must give at least 30 days notice for foreseeable events. In unforeseeable situations the employee must notify the City as soon as practicable.

9.09 Pregnancy Disability Leave

Pregnancy Disability Leave without pay shall be granted to employees in accordance with applicable state and federal laws.

If you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave. Current law provides up to 4 months of unpaid leave. Employees may also be eligible for an additional 12 weeks of leave under the California Family Rights Act (CFRA). An employee may be required to use any available sick leave during her pregnancy disability leave. At the employee's option, any accrued vacation or other accrued paid leaves may be used during such leave.

- a) An employee who plans to take a pregnancy leave must give reasonable notice (if possible, not less than four (4) weeks) before the date she expects to take the leave and the estimated duration of the leave.

9.10 Employee's Time Off to Vote

Time off with pay to vote at any general, direct primary, or presidential primary election shall be granted as provided in the State of California Election Code, and notice that any employee desires such time off shall be given in accordance with the provisions of said Code.

9.11 Jury Duty and Subpoenas Leave

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the Court, provided the employee remits to the City all fees received for such duties other than mileage or subsistence allowance within thirty (30) day from the termination of his/her jury service.

Regular employees who are subpoenaed to appear as witnesses in behalf of the State of California or any of its agencies shall be granted leaves of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within thirty (30) days from the termination of his/her services. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

9.12 Leave of Absence Without Pay

Leave of absence without pay may be granted in cases of emergency or where such absence would not be contrary to the best interest of the City. Such leave is not a right, but a privilege. Employees on authorized leave of absence without pay may not extend such leave without express approval of the Chief Personnel Officer. No vacation or sick leave benefits shall be used for illness occurring during such leave.

Leave of absence without pay may be granted by the Chief Personnel Officer depending on the merit of the individual case.

9.13 Absence Without Leave

Absence without leave shall be considered to be without pay and reductions in the employee's pay shall be made accordingly. Absence without leave for more than three (3) consecutive workdays may result in termination of employment. Such termination shall not be subject to appeal.

SECTION 10.00 – PERSONNEL PRACTICES

10.01 Performance Appraisals

A. Regular Employee

A performance appraisal of each regular employee shall be made annually on the anniversary date of their completion of the probationary period.

B. Probationary Employee

A performance appraisal of each probationary employee shall be made by the Department Head on “City of Riverbank Employee Performance Appraisal” forms according to the directions thereon and forwarded to the Personnel Office. The Employee Performance Appraisal form shall be filed by the Department Head upon the completion of the employees’ third, and sixth month of service with the City.

In those cases where the probationary period extends to twelve (12) months or longer, the Employee Performance Evaluation form shall be required from the Department Head at the conclusion of each six-month interval.

10.02 Transfers

Any employee may be transferred from one department or division to another.

10.03 Promotions

Because it is the policy of the City of Riverbank to encourage the advancement of personnel within the organization, promotional examinations for vacancies will be conducted as the needs of the City require. Promotional opportunities (available to City employees) will be posted on bulletin boards selected by the Personnel Office at least five (5) working days before the selection is made.

A. Flexible Staffing

Employees assigned to a flexible staffed position may be promoted in accordance with “Appendix **EB**” of this MOU.

10.04 Demotions

The Chief Personnel Officer or Department Head may demote an employee whose ability to perform his/her required duties falls below acceptable standards, for disciplinary reasons set forth in §10.02, when the need for the position which an employee fills no longer exists, or when an employee requests such demotion. No employee shall be demoted to a classification for which he/she does not possess minimum qualifications. When the action is initiated by the Department Head, written notice of demotion shall be given an employee at least five (5) days before the effective date of the demotion. An employee may appeal such action in the manner provided in §10.04, et seq.

10.05 Reinstatement

The Chief Personnel Officer may reinstate any suspended employee for good cause and may, upon such reinstatement, compensate, in whole or in part, such employee for the time lost.

10.06 Terminations

A. Resignation

An employee wishing to leave the service of the City in good standing, either by resignation or retirement, shall give the Department Head concerned at least two (2) weeks notice when practical.

B. Lack of Work or Funds

An employee may be terminated by the Personnel Officer because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work. In cases involving regular employees only, notice of such termination will be given to the employee at least two (2) weeks prior to the effective date of termination. Such termination shall not be subject to appeal.

In any such reduction in personnel caused by lack of work or funds, seniority shall be observed, except in supervisory or management positions. The order of termination shall be in the reverse order of total cumulative time the employee has served in municipal service. Supervisory or management employees shall be eligible for lower rated positions based upon their seniority but non-supervisory or non-management personnel may not take supervisory or management positions solely based upon seniority.

For the purpose of determining termination, total cumulative time shall include the employee's time served in probation and regular status, and time served on military leave of absence.

C. Non-Disciplinary Action

Part-time and probationary employees may be terminated by the Chief Personnel Officer at any time, with or without notice, for cause or for the convenience of the City. Regular employees terminated by the Chief Personnel Officer for cause or for the convenience of the City shall be given a written statement of the reasons for such termination and may appeal such action in the manner provided in §1004 et se. Such cause may be other than cause for disciplinary action set forth in §1002, et seq. and may include, but not be limited to, inefficiency and incompetency.

10.07 Reappointments

Reappointments after termination will be considered new employment. However, reappointments made within six (6) months from the termination date may be made with reinstatement of prior seniority, sick leave, and pay rate.

SECTION 11.00 – DISCIPLINARY PROCEEDINGS

11.01 Disciplinary Action: Definition

As used in this Section, "Disciplinary Action" shall mean discharge, demotion, reduction in salary, disciplinary probation, or suspension.

11.02 Cause For Disciplinary Action

Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- a) Fraud in securing appointment.
- b) Inexcusable neglect of duty.
- c) Insubordination.

- d) Dishonesty.
- e) Drunkenness on duty.
- f) Inefficiency.
- g) Addiction to the use of controlled substances.
- h) Inexcusable absence without leave.
- i) Conviction of a felony, or conviction of a misdemeanor, involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offence involving moral turpitude is deemed to be a conviction within the meaning of this Section.
- j) Immorality.
- k) Discourteous treatment of the public or other employees.
- l) Improper political activity as defined by State Law.
- m) Repeated violation of safety procedures.
- n) Misuse of City property.
- o) Violation of any of the provisions of these working Rules and Regulations or departmental rules and regulations.
- p) Other failure of good behavior either during or outside of duty hours which is of such a nature that causes discredit to the City.
- q) Refusal to take or subscribe to any oath or affirmation, which is required by law in connection with his/her employment.
- r) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, mental disability, physical disability, marital status, sex, or age, against the public or other employees while acting in the capacity of a District employee.
- s) Unlawful retaliation against any other District Officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Attorney General, or any other appropriate authority, any facts or information related to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

11.03 Persons By Whom Disciplinary Action May Be Taken, Notice, Service, Contents

The Chief Personnel Officer or any Department Head may take disciplinary action against an employee under his/her control for one or more of the causes for discipline specified in this Section by written notice to the employee of the proposed disciplinary action and the cause for which the proposed disciplinary action is to be taken, which shall allow the employee a period of five (5) days to respond to the person proposing the disciplinary action. The notice may be served upon the employee, either personally or by certified mail, and shall include:

- a) A statement of the nature of the disciplinary action.
- b) The effective date of the penalty.
- c) A statement of the causes therefore.
- d) A statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) A statement notifying the employee that he/she has five (5) days in which to respond orally or in writing regarding the proposed disciplinary action.

If the employee responds, either orally or in writing, to the notice of proposed disciplinary action, the Chief Personnel Officer or Department Head, as the case may be, shall thereafter amend or withdraw the proposed disciplinary action or proceed with its implementation.

11.04 Right Of Appeal: Form

Any regular employee shall have the right of appeal to the Chief Personnel Officer from any disciplinary action taken by his/her Department Head under §10.03. Such appeal shall be in writing and must be filed with the Chief Personnel Officer within ten (10) working days after receipt of written notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.

The Chief Personnel Officer shall conduct a hearing as provided in this Section. Neither the provisions of this section or this Section shall apply to reductions in force or reductions in pay, which are part of a general plan to reduce or adjust salaries and wages.

In the event the Chief Personnel Officer institutes the disciplinary action, he/she shall be disqualified. Should the Chief Personnel Officer be disqualified, or should he/she disqualify himself/herself as hearing officer, the City Council shall appoint a hearing officer who shall have the same power, authority, and responsibility as the Chief Personnel Officer would have as a hearing officer.

11.05 Hearing

The Chief Personnel Officer shall conduct a hearing on an appeal filed in accordance with §10.04 within thirty (30) days after receipt thereof. The Chief Personnel Officer may continue the hearing either for the convenience of the City or upon written application of the appellant, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of §11513 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in §19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

11.06 Representation

Any City employee other than those appointed to supervisory, management, and confidential classifications as provided in §1208 of the Personnel Rules and Regulation, shall be permitted to represent another City employee or group of City employees at the hearing of the appeal. The appellant may appear in person or be represented by counsel.

11.07 Notices To Witnesses: Cost

The Chief Personnel Officer shall issue notice for the appearances of witnesses for the appellant upon his/her written request and at his/her cost. The Chief Personnel Officer may require such cost to be prepaid.

11.08 Failure Of Employee To Appear At Hearing

Failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the Chief Personnel Officer or Department Head shall be final.

11.09 Decisions

The Chief Personnel Officer shall render a written decision within thirty (30) days after concluding the hearing. The Chief Personnel Officer's decision shall be final and conclusive, except when an employee is suspended for more than three (3) days or discharged. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the Chief Personnel Officer, the employee may be compensated, in whole or in part, for the time lost as determined by the Chief Personnel Officer.

In cases involving suspending an employee for more than three (3) days or discharging an employee, a copy of such decision shall be forwarded to the employee and the association on behalf of the employee may, within ten (10) working days after receipt of written notice of the Chief Personnel Officer's decision, give notice to the Chief Personnel Officer that the association representing the grievated employee may submit the matter to binding arbitration. The arbitration board shall consist of one retired superior court judge and the cost of arbitration shall be borne equally between the City and the employee. The arbitration hearing shall be held within thirty (30) days from the date of the request

by employee to submit to arbitration. The parties may agree to continue the date of the arbitration hearing by mutual agreement.

11.10 Effect of Certain Disciplinary Actions

- A. Oral reprimand. Employee receiving an oral reprimand may have it noted in their departmental record by the Department Head.
- B. Written reprimand. Employees receiving a written reprimand shall have a copy of the reprimand filed in their permanent record for future reference. Each employee's permanent record is his/her personnel jacket kept in the Chief Personnel Officer's Office.
- C. Disciplinary Probation. Employees placed on disciplinary probation shall not accrue earned time for salary review while on such probation.
- D. Suspension. Employees suspended from the municipal service shall forfeit all rights, privileges, and salary while on such suspension with the exception of group health and life insurance benefits.
- E. Discharge. Employees terminated pursuant to §9.06 C of this MOU shall be paid salary accumulated to the effective date of termination only, and shall be paid for accumulated vacation, accumulated compensatory time, and paid days in lieu of holidays.

SECTION 12.00 – GRIEVANCE PROCEDURES

12.01 Purpose

Grievance procedures for employees are provided herein:

- A. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- B. To afford employees individually and through qualified employee organizations a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions.
- C. To provide that grievances shall be settled as near as possible to the point of origin.
- D. To provide that grievances shall be heard and settled as informally as possible.

12.02 Matters Subject to Grievance Procedure

Any City employee shall have the right to present a grievance regarding wages, salaries, hours and working conditions for which appeal is not provided or is not prohibited under the provisions of Section 11.00.

12.03 Informal Grievance Procedure

An employee should first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor without undue delay. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision. If the employee is not in agreement with the decision reached through such discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her superior or superiors. An informal grievance shall not be taken above the Department Head.

12.04 Formal Grievance Procedure

Formal grievance procedure after exhaustion of the informal grievance procedure shall proceed as follows:

- A. Department review. The grievance shall be presented in writing to the employee's Department Head who shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The Department Heads shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance in writing to the Chief Personnel Officer. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.
- B. Chief Personnel Officer Review. Upon receiving the grievance, the Chief Personnel Officer shall discuss the grievance with the employee, his/her representative, if any, and with all other appropriate persons. The Chief Personnel Officer shall render a decision in writing to the employee within twenty (20) calendar days after receiving the grievance. The decision of the Chief Personnel Officer shall be final, however, in cases where disciplinary action results in termination of the employee. This action is subject to ratification by the City Council as provided in §31.03(H)(3) of the Riverbank City Code.

12.05 Conduct Of Grievance Procedure

- A. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- B. The employee may request the assistance of another person of his/her choosing in preparing and presenting his/her grievance at any level of review.
- C. Employees shall be free from reprisal for using the grievance procedure.
- D. Any reasonable award resulting from the application of this provision shall be binding and final on the parties unless arbitrary and capricious.

SECTION 13.00 – EMPLOYER – EMPLOYEE RELATIONS

13.01 Purpose

It is the purpose of the City of Riverbank to promote full communications with its employees by providing a reasonable method of resolving disputes between it and employee organizations regarding wages, hours, and other terms and conditions of employment.

It is also the purpose of the City of Riverbank to promote the improvement of personnel management and employer-employee relations by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice and be represented by such organizations in their employment relationships with the City of Riverbank.

Nothing contained in this Section shall be deemed to supersede the provisions of existing State Law and the Ordinances and Rules and Regulations of the City of Riverbank which establish and regulate a merit personnel system or which provide for other methods of administering employer-employee relationships.

This Section is intended, instead, to strengthen merit and other methods of administering employer-employee relationships through the establishment of uniform and order methods of communication between employees and the City of Riverbank.

13.02 Definitions

City Council shall mean the City Council of the City of Riverbank.

Chief Personnel Officer shall mean the City Manager of the City of Riverbank.

Bargaining Representative shall mean the Chief Personnel Officer and his/her representatives and/or the duly authorized representatives of an employee organization that has been granted formal recognition by the City Council as representing the employees of a representation unit.

Consult or Consultation in Good Faith shall mean to communicate verbally or in writing for the purpose of presenting and obtaining view or advising of intended actions.

Employee Organization shall mean any organization which includes employees of the City of Riverbank and which has one of its primary purposes representing such employees in their employment relations with the City of Riverbank.

Mediation shall mean any effort by an impartial third party to assist in reconciling a dispute regarding wages, hours, and other terms and conditions of employment between representatives of the City of Riverbank and the recognized employee organization or recognized employee organizations, through interpretation, suggestion, and advice.

Meet and Confer in Good Faith shall mean that the City of Riverbank by and through its Chief Personnel Officer and his/her representatives, and representatives or recognized employee organizations, shall have the mutual obligation personally to meet and confer in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation.

Miscellaneous Employees shall mean all regular City employees who are referred to as "miscellaneous members" by the California Public Employees' Retirement System (§2018 of the Government Code).

Recognized Employee Organization shall mean an employee organization which has been acknowledged by the City Council as an employee organization that represents employees of the City of Riverbank. The rights accompanying recognition are either:

- 1) Formal Recognition which is the right to meet and confer in good faith as the conference representative in a representational unit; or
- 2) Informal Recognition which is the right to consultation in good faith by all recognized employee organizations.

Representational Unit shall mean a unit as established by §12.03(B) of this Section.

13.03 Designation and Recognition of Bargaining Representative

- A. The Chief Personnel Officer and his/her representative shall be the Bargaining Representatives for the City of Riverbank for the purpose of meeting and conferring in good faith pursuant to Government Code §3500 - §3511 inclusive.
- B. There shall be not more than two (2) representational units of employees for purposes of extending formal recognition to, and meeting and conferring in good faith with, the conference representative of the City of Riverbank. If the City employees request more than one (1) representational unit, said additional unit(s) shall be established as follows:

- 1) Management and Supervisory employees and
 - 2) Miscellaneous employees
- C. Every regular authorized position identified in the Employee Compensation unit may choose a single organization as its bargaining representative, which shall be formally recognized by the City Council as the unit's bargaining representative in compliance with applicable State Law, as it now exists, or as it may hereafter be amended. Such choice shall be made by means of a secret ballot representational election, with a ballot containing the names of all employee organizations petitioning to represent a representational unit, and a choice of having no bargaining representation. Upon presentation to the Chief Personnel Officer of a petition, signed by at least thirty (30) percent of the employees in the representational unit, asking that an election be held and that a named organization be placed on the ballot, a representational election shall be held.
- D. Each employee representational unit may choose a single organization as its bargaining representative, which shall be formally recognized by the City Council as the unit's bargaining representative in compliance with applicable State law, as it now exists, or as it may hereafter be amended. Such choice shall be made by means of a secret ballot representational election, with a ballot containing the names of all employee organizations petitioning to represent a representational unit, and a choice of having no bargaining representation. Upon presentation to the Chief Personnel Officer of a petition, signed by at least thirty (30) percent of the employees in the representational unit, asking that an election be held and that a named organization be placed on the ballot, a representational election shall be held.

Elections shall be decided on the basis of a majority vote of the employees in the representational unit voting at such election.

- E. Each employee representational unit shall be represented by no more than one recognized employee organization, although this shall not preclude an employee who is not a member of a recognized employee organization from representing himself/herself.

A recognized employee organization shall remain representative of a particular unit for a minimum of one full calendar year and no other organization shall represent employees of the representation unit during that time with regard to matters within the scope of representation as set forth herein.

- F. In cases where there is no recognized employee organization for an employee representational unit, an organization elected by representational unit, shall become the formally recognized employee organization and bargaining representative on the day such organization is formally recognized by the City Council.

In cases where an incumbent formally recognized employee organization is decertified by another employee organization, the newly elected organization shall be recognized by the City Council immediately upon the certification of the election results.

13.04 Bargaining Procedure

- A. Within the first sixty (60) days of each calendar year, each formally recognized employee organization and the Chief Personnel Officer, or his/her representative, shall mutually exchange written proposals on salaries, fringe benefits, and other terms and conditions of employment to affect each representational unit during the coming year. Following such exchange, representatives of each formally recognized employee organization shall meet at mutually agreeable times and places, with the Chief Personnel Officer or his/her representative(s) for the purpose of conferring in good faith regarding wages, hours, and other terms and conditions of employment. The parties, in conferring, shall consider, but are not limited to consideration of prevailing rates and standards in private business and other public employment, cost of living, internal salary relationships in the City of Riverbank, and the financial condition of the City of Riverbank.

- B. If agreement is reached by the Chief Personnel Officer and his/her representatives and the formally recognized employee organization representative, they shall jointly prepare a written Memorandum of Understanding, which shall not be binding; sign it, and present it to the City Council for its determination. The City Council may approve or reject the Memorandum of Understanding and enact such Ordinances or Resolutions necessary to implement said Memorandum of Understanding.
- C. If, after a reasonable period of time, representatives of the City of Riverbank and the formally recognized employee organization fail to reach agreement, the City of Riverbank and the formally recognized employee organization together may agree upon the appointment of a mediator mutually agreeable to the parties. Cost of mediation shall be divided one-half to the City of Riverbank and one-half to the formally recognized employee organization.
- D. All Memorandum of Understanding regarding cost items shall be submitted to the City Council by May 1st of each year for consideration at the annual budget hearings, or as requested by the City Council at other times.
- E. The City Council shall cause written notice to be provided to each recognized employee organization concerning matters described in Government Code §3504.5.

13.05 Scope of Representation

Conference representatives may meet and confer in good faith and execute a written Memorandum of Understanding on any matter of employer-employee relations, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or Executive Order.

13.06 Rights and Duties of Conference Representatives and Recognized Employee Organizations

- A. Each employee organization which seeks recognition from the City Council shall file a petition with the City Council containing the following information and documentation:
 - 1. Name and address of the employee organization.
 - 2. Names and titles of its officers.
 - 3. Names of employee organization representatives who are authorized to speak on behalf of its members.
 - 4. A statement that the employee organization has one of its primary purposes, representing employees in their employment relations with the City.
 - 5. A statement whether the employee organization is a chapter or local of, or affiliated directly or indirectly in any manner with a regional or state or national or international organization.
 - 6. Certified copies of the employee organization's Constitution and Bylaws.
 - 7. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose. In addition, any employee organization seeking informal recognition shall file with the City Council a statement that the employee organization has in its possession written proof, dated within six months of the date upon which the petition is filed, to establish that employees have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Chief Personnel Officer.
- B. Conference representative of either party shall have the right to meet with conference representatives of the other part, upon reasonable notice, to discuss any problem regarding employer-employee relations arising within the representational unit, or any problems arising under a written Memorandum of Understanding between the parties.

- C. The City of Riverbank shall allow a reasonable number of employee representatives of a formally recognized employee organization reasonable time off without loss of compensation or other benefits when formally meeting and conferring with the Chief Personnel Officer or his/her representatives regarding matters within the scope of representation, or for the purpose of consultation in good faith.
- D. The City of Riverbank shall provide reasonable space on bulletin boards at places of work for the use of recognized employee organizations to inform employees about organizational activities and affairs.
- E. Agents shall be allowed to visit places of City employment where employees it represents are at work, for the purpose of observing conditions of work, or consulting with members regarding immediate grievances or job problems. Such visits shall not be permitted to interfere with the orderly flow of work, nor cause an unsafe condition.

13.07 No Discrimination

- A. There shall be no discrimination by the City of Riverbank in employment conditions or treatment of employees on the basis of race, sex, creed, color, national origin, ancestry, or membership, non-membership, or participation in the activities of any lawful organization.
- B. There shall be no discrimination by any employee organization in treatment of its members on the basis of race, sex, creed, color, national origin, ancestry, membership, non-membership, or participation in the activities of any lawful organization.

13.08 Classifications Restricted from Representing Recognized Employee Organizations

The Chief Personnel Officer, elected officials, and department heads shall be restricted from representing a recognized non-management employee organization to avoid potential conflicts of interest.

Nothing herein prohibits employees from joining an employee organization; however, restrictions are placed upon certain employees in representing the organization.

13.09 Savings Clause

If, at any time, any part of this Section should be found to be unconstitutional, or contrary to applicable law as it now exists, or as it may hereafter be amended, the remainder of the Section will not be affected thereby.

SECTION 14.00 – MISCELLANEOUS PROVISIONS

14.01 Outside Employment

Any regular employee desiring to engage in outside employment shall first obtain non-City conflict job approval from his/her Department Head. The Employee shall submit a statement to his/her Department Head on a standard City form, naming the prospective employer, his/her address and telephone number, and outlining the proposed duties and the hours of work. Approval may be denied if, in the opinion of the Department Head, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to review by the Chief Personnel Officer, and shall be re-submitted prior to January 10th each year to maintain a valid, continuous authorization.

14.02 Uniforms

The City shall provide and maintain sixteen (16) shirts and pants to regular full-time employees of the Public Works Department.

The Chief Personnel Officer may establish administrative rules and procedures for the administration of the uniform allowance program.

Rain Gear

Rain gear consisting of waterproof boots, pants, coat and hat, will be provided to all Public Works and Water Department flied employees at City expense.

14.03 Contracting Unit Work

During the term of this MOU the City agrees not to contract out work of any position, and will not terminate any existing employee as a result of subcontracting of any work that has been performed by the members of the Bargaining Unit. Vacant positions that have not been filled may be contracted out for not more than one (1) year.

SECTION 15.00 – AGREEMENT

15.01 Entire Agreement

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Any prior or existing Agreement between the parties whether formal or informal, regarding any such matters is hereby superseded and terminated in its entirety.

In the event that any provision of this MOU is found to be in conflict with a City rule, regulation, or resolution, the provision of this MOU shall prevail over such conflicting rule, regulation or resolution.

15.02 Severability of Provisions

Should any part of this MOU is for any reason held to be invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such part shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall remain in full force and effect for the duration of this MOU.

15.03 Modifications, Amendments and Revisions

The terms and conditions of this MOU may be modified, amended or revised, only through the voluntary and mutual consent of both parties.

15.04 Ratification

This Agreement shall be in full force and effect upon adoption by the City Council of the City and implementation of its terms and conditions by appropriate ordinance, resolution, or other lawful action. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Union.

Appendix A

City of Riverbank Employee Compensation Plan

~~July 1, 2011~~October 1, 2013 – ~~June 30, 2013~~January 2, 2015

CLASSIFICATION	RNG	A	B	C	D	E
Account Clerk I	43	2,972.51	3,121.14	3,277.20	3,441.06	3,613.11
Account Clerk II	53	3,283.49	3,447.66	3,620.04	3,801.04	3,991.09
Accountant	76	4,127.86	4,334.25	4,550.96	4,778.51	5,017.44
Administrative Analyst I	75	4,086.99	4,291.34	4,505.91	4,731.21	4,967.77
Administrative Analyst II	85	4,514.58	4,740.31	4,977.33	5,226.20	5,487.51
Administrative Assistant	66	3,736.91	3,923.76	4,119.95	4,325.95	4,542.25
Administrative Clerk	30	2,611.84	2,742.43	2,879.55	3,023.53	3,174.71
Assistant Mechanic	56	3,382.98	3,552.13	3,729.74	3,916.23	4,112.04
Assistant Planner	81	4,338.42	4,555.34	4,783.11	5,022.27	5,273.38
Associate Planner	91	4,792.31	5,031.93	5,283.53	5,547.71	5,825.10
Building Inspector I	76	4,127.86	4,334.25	4,550.96	4,778.51	5,017.44
Building Inspector II	86	4,559.71	4,787.70	5,027.09	5,278.44	5,542.36
City Mechanic	70	3,888.65	4,083.08	4,287.23	4,501.59	4,726.67
Community Development Specialist I	43	2,972.51	3,121.14	3,277.20	3,441.06	3,613.11
Community Development Specialist II	53	3,283.49	3,447.66	3,620.04	3,801.04	3,991.09
Construction Inspector I	86	4,559.71	4,787.70	5,027.09	5,278.44	5,542.36
Construction Inspector II	96	5,036.76	5,288.60	5,553.03	5,830.68	6,122.21
Deputy City Clerk	66	3,736.91	3,923.76	4,119.95	4,325.95	4,542.25
Engineer Technician I	61	3,555.54	3,733.32	3,919.99	4,115.99	4,321.79
Engineer Technician II	71	3,927.53	4,123.91	4,330.11	4,546.62	4,773.95
Facilities Maintenance Worker I	43	2,972.51	3,121.14	3,277.20	3,441.06	3,613.11
Facilities Maintenance Worker II	47	3,093.20	3,247.86	3,410.25	3,580.76	3,759.80
Housing & Economic Development Specialist I	66	3,736.91	3,923.76	4,119.95	4,325.95	4,542.25
Housing & Economic Development Specialist II	76	4,127.86	4,334.25	4,550.96	4,778.51	5,017.44
Human Services Specialist	73	4,006.48	4,206.80	4,417.14	4,638.00	4,869.90
Human Services Specialist/Administrative Analyst I	75	4,086.99	4,291.34	4,505.91	4,731.21	4,967.77
Maintenance Worker I	37	2,800.25	2,940.26	3,087.27	3,241.63	3,403.71
Maintenance Worker II	47	3,093.20	3,247.86	3,410.25	3,580.76	3,759.80
Neighborhood Improvement Officer I	56	3,382.98	3,552.13	3,729.74	3,916.23	4,112.04
Neighborhood Improvement Officer II	66	3,736.91	3,923.76	4,119.95	4,325.95	4,542.25
Park Maintenance Worker I	37	2,800.25	2,940.26	3,087.27	3,241.63	3,403.71
Park Maintenance Worker II	47	3,093.20	3,247.86	3,410.25	3,580.76	3,759.80
Project Coordinator	76	4,127.86	4,334.25	4,550.96	4,778.51	5,017.44
Recreation Coordinator	42	2,943.07	3,090.22	3,244.73	3,406.97	3,577.32
Senior Facilities Maintenance Worker	56	3,382.98	3,552.13	3,729.74	3,916.23	4,112.04
Senior Maintenance Worker	56	3,382.98	3,552.13	3,729.74	3,916.23	4,112.04
Senior Park Maintenance Worker	56	3,382.98	3,552.13	3,729.74	3,916.23	4,112.04
<u>Senior Wastewater Treatment Plant Operator</u>	<u>68</u>	<u>3,812.03</u>	<u>4,002.63</u>	<u>4,202.76</u>	<u>4,412.90</u>	<u>4,633.55</u>
Senior Water Utility Worker	64	3,663.28	3,846.44	4,038.76	4,240.70	4,452.74
Transportation Coordinator	53	3,283.49	3,447.66	3,620.04	3,801.04	3,991.09
Wastewater Treatment Plant Operator I	49	3,155.38	3,313.15	3,478.81	3,652.75	3,835.39
Wastewater Treatment Plant Operator II	59	3,485.48	3,659.75	3,842.74	4,034.88	4,236.62
Wastewater Treatment Plant Operator-In-Training	43	2,972.51	3,121.14	3,277.20	3,441.06	3,613.11
Water Utility Worker I	45	3,032.24	3,183.85	3,343.04	3,510.19	3,685.70
Water Utility Worker II	55	3,349.49	3,516.96	3,692.81	3,877.45	4,071.32

Appendix B

Flexible Staffing Program

Purpose

The purpose of flexible staffing is to provide non-competitive promotional opportunities to employees assigned to certain classifications. The program establishes criteria for promotion from the entry-level I position, to the journey level (II, Sr.). The program serves to increase worker skills and encourage cross training in related fields in order to provide more effective use of available resources.

Program Guidelines

The following guidelines shall apply to all classifications, which are a part of the flexible staffing program:

1. The employee must receive an overall rating in his/her performance appraisal of an average of "three" or better for two years prior to promotion and have no ratings of "one" in those two years.
2. The employee must have exhibited that he/she can satisfactorily perform the duties and exhibit knowledge and abilities contained in his/her current job description prior to being eligible to promote.
3. The employee must meet experience, education, certification(s) and driver's license criteria established for promotion to the next higher-level class to be considered for promotion.
4. Employees must be able to demonstrate their ability to perform a range of practical skills related to actual job requirements and pass a written examination.
5. A minimum of three years experience as a regular full-time employee at the entry-level I position is required prior to promotion.

Flexible Staff Positions

Public Works Department

Maintenance Worker
Senior Maintenance Worker

SIGNATURES

For the City of Riverbank

Jill Anderson
City Manager

Donna Williamson
Attorney

For the Union; Northern California District
Council of Laborers' and Construction,
Production & Maintenance Laborers',
Local Union #1130; AFL:CIO

Dave Gorgas
Business Manager

Joshua Lepper
Labor Relations Representative

Vince Courtney
Special Assistant to the Business Manager

Ilda Saldaña
Shop Steward

Chris Smith
Shop Steward

**Sideletter of Agreement
between
The City of Riverbank
and the
The Representatives of The Northern California District Council of Laborers and its
Affiliate,
Construction, Production & Maintenance Laborers
Local Union, AFL:CIO #1130
October 1, 2013**

The parties agree to extend currently suspended contract benefits (Tuition Reimbursement Section 8.01 and Sick Leave Cash Out Section 9.02) through September 30, 2014. However, the City will remove the language of the suspension from the collective bargaining agreement and memorialize in a Sideletter of Agreement that expires on January 2, 2015.

SIGNATURES

For the City of Riverbank

Jill Anderson
City Manager

Donna Williamson
Attorney

For the Union; Northern California District
Council of Laborers' and Construction,
Production & Maintenance Laborers',
Local Union #1130; AFL:CIO

Dave Gorgas
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Vince Courtney
Special Assistant to the Business Manager

Ilda Saldaña
Shop Steward

Chris Smith
Shop Steward

RIVERBANK LOCAL REDEVELOPMENT AUTHORITY
AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date:	November 25, 2013
Subject:	Accept Report on Status of LRA Budget for First Quarter of FY 2013/14
From:	Jill Anderson, City Manager
Submitted by:	Debbie Olson, Executive Director

RECOMMENDATION

It is recommended that the Board receive and approve the status report on the LRA budget for the first quarter of fiscal year 2013-14.

SUMMARY

Background: In April 2010, the LRA Board adopted a resolution that requires LRA staff to provide a quarterly report to the LRA Board on the status of the budget. This report is intended to comply with that requirement.

This report covers the first fiscal quarter, specifically the time period from **July 1, 2013 through September 30, 2013**.

Budget Snapshot: Highlights of this quarter's budget include:

- Revenues are in line with expected expenditures
- Utility revenue receipts are behind because collection lags by 30-60 days, depending on when Hetch Hetchy bills us for power usage. Additionally, the Army is in arrears for more than \$22,000 on their utility bills

FINANCIAL IMPACT

Total net revenues exceed expenditures this quarter by \$32,669.

ATTACHMENTS

1. LRA Budget Spreadsheet

Riverbank Local Redevelopment Authority
2013-14 Approved Budget

<u>Revenue</u>	<u>2013-14 Budget</u>	<u>1st Quarter Jul-Sept</u>	<u>2013-14 Year to Date</u>	<u>Remaining Balance</u>
<u>Beginning Balance</u>	647,678			
<i>OEA Grants</i>	470,283	93,284 ¹	93,284	376,999
<i>Rents</i>	1,050,000	276,113	276,113	773,887
<i>Sale of Real Property</i>			0	0
<i>Sale of Personal Property</i>			0	0
<i>DOD Caretaker Revenue</i>	85,500	28,481	28,481	57,019
<i>CDBG PTA</i>			0	0
<i>EECBG Grant</i>			0	0
<i>ED Bank - Specific Plan</i>	50,000	20,622	20,622	29,378
<i>Utility Revenue from Tenants</i>	211,500	6,492 ²	6,492	205,008
<i>Miscellaneous Revenue</i>	20,000	3,619	3,619	16,381
<i>Other Revenue</i>	0		0	0
Total Revenue	2,534,961	428,611	428,611	2,106,350
<u>Expenditures</u>				
<i>Salaries/Benefits</i>	455,131	102,108	102,108	353,023
<i>Administrative Expenses</i>			0	0
<i>Travel</i>	8,000	995	995	7,005
<i>Equipment</i>	2,400		0	2,400
<i>Office Supplies/Legal Ads</i>	10,000	1,352	1,352	8,648
<i>Phones</i>	4,800	699	699	4,101
<i>Copier</i>	6,060	1,879	1,879	4,181
<i>Postage</i>	3,000	47	47	2,953
<i>Janitorial</i>	1,740		0	1,740
<i>Professional Services</i>			0	0
<i>Legal</i>	100,000	20,500	20,500	79,500
<i>Other Services</i>	10,000		0	10,000
<i>Insurance Premiums</i>	130,000		0	130,000
<i>Facility Operations & Maintenance</i>			0	0
<i>Well maintenance</i>	1,500		0	1,500
<i>Permits</i>	4,000		0	4,000
<i>Water Testing</i>	5,000	480	480	4,520
<i>Electrical PM</i>	140,000	27,675	27,675	112,325
<i>Fire Supression Maintenance</i>	7,000	1,911	1,911	5,089
<i>Landscaping</i>	8,000	2,740	2,740	5,260
<i>Propane</i>	3,000		0	3,000
<i>Repairs</i>	50,000	23,967	23,967	26,033
<i>Common Area Costs</i>	363,000	62,047	62,047	300,953
<i>Infrastructure Improvements</i>	25,000		0	25,000
<i>Future Grant Match</i>	145,000		0	145,000
<i>Tenant Improvements</i>			0	0
<i>Facility Mgmt/Security Services Contracts</i>			0	0
<i>Security</i>	145,000	24,573	24,573	120,427
<i>Facility Management</i>	475,000	104,348	104,348	370,652
<i>Marketing/Branding</i>	15,000		0	15,000
<i>CDBG PTA Expenditures</i>			0	0
<i>EECBG Grant</i>			0	0
<i>DCE Contract</i>	50,000	20,622	20,622	29,378
Total Expenditures	2,167,631	395,943	395,943	1,771,688
Net Revenues Less Expenditures	367,330	32,669	32,669	

1) Cash Request submitted for reimbursement

2) Utility revenue in arrears

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date:	November 25, 2013
Subject:	Resolution to Accept the FY 2012-13 Annual AB 1600 Report of System Development Fee Activity
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution accepting the fiscal year 2012-13 Annual AB 1600 Report of System Development Fee Activity. (Notice for public to review the report was published in the local newspaper on November 6, 2013.)

SUMMARY

In accordance with the provisions of the State of California Government Code Section 66001 and 66006, the City is required to publish an annual report to account for system development fees (also known as public facilities fees or development impact fees).

BACKGROUND

The purpose of a system development fee is to provide a rational and equitable basis for the expansion of capital facilities to accommodate the impacts created by new development. For many years, traditional sources of infrastructure funding have been inadequate to maintain the existing systems and this has left no revenue available to expand the system to meet growing needs. Development fees provide a mechanism where new development cumulatively mitigates their total impact on the city's systems on a proportionate basis to their individual impact by paying fees to expand the systems based on the relative size of the development.

In 1987, the Governor signed AB 1600 thereby setting forth specific requirements as to how local government imposed, collected and reported various aspects of the System Development Fee program. These requirements went into effect on January 1, 1989. AB 1600 was subsequently codified as Section 66001 of the California Government Code.

The reporting requirements were subsequently developed and codified as Section 66006 of the Government Code. Pursuant to Subdivision (b) (1) of Section 66006, the following information must be made available to the public within 180 days after the last day of each fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an intrafund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

This information is formally documented and provided in the attached FY 2012-13 Annual AB 1600 Report of System Development Fee Activity.

The following funds are considered **inactive** accounts due to the fact that they are no longer receiving development fee revenue: remaining balances are being appropriated towards projects that meet fund definition.

1. System Development Bridges/Roads Fund 140
2. System Development Traffic Lights Fund 141
3. System Development Wells Fund 142
4. System Development Police Fund 143
5. System Development Overpasses Fund 145
6. System Development Railroad Crossing Fund 146
7. System Development Fire Department Fund 147
8. System Development RR Xing Fund 150

The following System Development Fee accounts are actively collecting revenue and have ongoing projects programmed within the Capital Improvement Project budget.

1. System Development Streets/Public Works Fund 205

2. System Development Water Fund 206
3. System Development Waste Water Fund 207
4. System Development Storm Drainage Fund 208
5. System Development Parks & Recreation Fund 209
6. System Development Police & General Government Fund 210
7. System Development Crossroads Streets/Public Works Fund 214
8. System Development Crossroads Water Fund 215
9. System Development Crossroads Waste Water Fund 216
10. System Development Crossroads Storm Drainage Fund 217
11. System Development Crossroads Parks & Recreation Fund 218
12. System Development Crossroads Police & General Government Fund 219

FINANCIAL IMPACT

There is no financial impact associated with the approval and acceptance of this report.

ATTACHMENT

1. FY 2012-2013 Annual AB 1600 Report of System Development Fee Activity

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK ACCEPTING THE FISCAL YEAR 2012-13 ANNUAL AB 1600 REPORT OF SYSTEM DEVELOPMENT FEE ACTIVITY

WHEREAS, the City of Riverbank imposes fees to mitigate the impact of development pursuant to Government Code Section 66000 et seq.; and,

WHEREAS, said fees collected are deposited into special and separate capital funds for each type of improvement funded by development fees; and,

WHEREAS, the City maintains separate funds for Streets/Public Works development, Water, Waste Water, Storm Drainage, Recreation & Parks, and Police & General Government fees; and,

WHEREAS, the City is required within 180 days after the last day of each fiscal year to make available to the public information for the fiscal year regarding these fees under Government Code Section 66006; and

WHEREAS, the Finance Department has prepared a report ("AB 1600 Report") that contains the information required by Government Code Section 66006, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, there were no refunds of development impact fees collected pursuant to Government Code Section 66001(e), nor were there any allocations of unexpended revenues collected pursuant to Government Code Section 66001(f); and

WHEREAS, the AB 1600 Report was made available for review on September 7, 2012, fifteen (15) days prior to the date that the Council considered the AB 1600 Report; and

WHEREAS, no interested persons have requested notice of the AB 1600 Report; consequently no notices of the availability of the AB 1600 Report were mailed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby resolves as follows:

Section 1:

- A. In accordance with Government Code Section 66006, the City has conducted an annual review of its development impact fees and capital infrastructure programs and the City Council has reviewed the AB 1600

- B. Report attached hereto as Exhibit "A" and incorporated herein by this reference.
- C. The City Council hereby approves, accepts and adopts its AB 1600 Report.
- D. The AB 1600 report is available for public review on the City's internet website, at the City Clerk's Office and upon request.

Section 2. Effective Date. The resolution shall take effect immediately upon adoption.

Section 3: Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

Section 4: The City Council hereby authorizes the Finance Department to continue maintaining separate funds for Streets/Public Works, Water, Waste Water, Storm Drainage, Recreation & Parks, and Police & General Government System Development Fees.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of November, 2013; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard O'Brien
Mayor

Attachments: Exhibit "A" FY 2012-2013 Annual AB 1600 Report of System Development Fee Activity

CITY OF RIVERBANK

FY 2012-2013

ANNUAL AB 1600 REPORT OF SYSTEM DEVELOPMENT FEE ACTIVITY



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LETTER OF TRANSMITTAL

October 17, 2013

The Honorable Mayor, Members of the City Council and Citizens of the City Riverbank
City of Riverbank
Riverbank, CA 95367

Dear Mayor, Members of the City Council, and Citizens of the City of Riverbank:

California Government Code requires reporting of the usage of Development Fees (also known as System Development Fees). Therefore, in accordance with the provisions of the State of California and Government Code Section 66006(b) and 66001(d), as amended by AB 518 and SB 1693, I hereby submit the Annual AB 1600 System Development Fee Report for the City of Riverbank, CA for the fiscal year ended June 30, 2013.

Development Fees, otherwise known as System Development Fees (SDF), are a monetary exaction, other than a tax or special assessment, which is charged by a local governmental agency to an applicant in connection with approval of a development project. The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development project. The legal requirements for enactment of a system development fee program are set forth in Government Code section's 66000-66025 (the "Mitigation Fee Act"), the bulk of which was adopted as 1987's Assembly Bill (AB) 1600 and those are commonly referred to as "AB 1600" requirements.

The System Development Fee program has been in effect in Riverbank since 1967. Riverbank Municipal Code §150.30, titled "System Development Fees", establishes the authority for imposing and charging system development fees. §150.31 (b) of the Municipal Code states the following as reasons for adopting said fee:

- 1) To provide an adequate and constant method for the financing of the unfunded portion of needed systems development costs throughout the city, reasonably related to projected community growth.
- 2) To promote the orderly and efficient expansion of public improvements to adequately meet the domestic and economic needs of the community and to minimize adverse fiscal and environmental impacts of new development.
- 3) To insure the continuation of necessary services including, but not limited to, police and general administrative services.
- 4) To establish equitable methods for minimizing public facility and service costs to the city associated with new development.

Fees are collected at the time a building permit is issued; unless a developer, through a development agreement, is allowed to defer payment until a certificate of occupancy is granted, for the purpose of mitigating the impacts caused by new development on certain public facilities. They are used to finance the acquisition, construction and improvement of public facilities needed as a result of this new development. A separate fund has been established to account for the impact of new development on each of the following types of public facilities: Streets/Public Works, Water, Waste Water, Storm Drainage, Parks/Recreation, and Police/General Government.

State law requires the City prepare and make available to the public an annual report for each fund established to account for System Development fees. The report must include the beginning and ending balances by system development type for the fiscal year as well as any changes. The report must also present the amount of fees, interest, and other income, expenditures and the amount of any required refunds made during the fiscal year.

The City Council must review the annual report at a regularly scheduled public meeting not less than fifteen days after the information is made available to the public. This report was filed with the City Clerk's office and available for public review on November 8, 2013.

Respectfully submitted,

Marisela Hernandez

Marisela Hernandez
Director of Finance



LEGAL REQUIREMENTS

A. REQUIREMENTS FOR SYSTEM DEVELOPMENT FEES

State law (California Government Code Section 66006) requires each local agency that imposes AB 1600 system development fees to prepare an annual report providing specific information about those fees. Within the AB 1600 legal requirements, it stipulates that fees imposed on new development have the proper nexus to any project on which they are imposed. In addition, AB 1600 imposes certain accounting and reporting requirements with respect to the fees collected. The fees, for accounting purposes, must be segregated from the general funds of the city and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund or account must be credited to that fund or account and used only for the purposes for which the fees were collected.

Current California Government Code Section 66006(b) requires that for each separate fund the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- A brief description of the type of fee in the account or fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of the fees collected and interest earned.
- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.
- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeded the amount to be refunded.



LEGAL REQUIREMENTS

California Government Code Section 66001(d) requires the local agency make all of the following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing on incomplete improvements.
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.
- In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

B. ADDITIONAL NOTES

The State of California Government Code Section 66002 requires local agencies that have developed a fee program to adopt a Capital Improvement Plan (CIP) indicating the approximate location, size and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees. A formal CIP is recommended, at a minimum, as a five-year plan. The City annually produces a five-year CIP which helps to maintain and update the City's General Plan. The CIP serves to identify situations where infrastructure is needed to accommodate the planned development.

The CIP relates the City's annual capital expenditures to a long-range plan for public improvements. By relating the plan for public improvements to the City's capacity for funding, and scheduling expenditures over a period of years, the CIP helps to maximize the funds available. This type of fiscal management is important during periods, such as the current one, that are typified by budgetary demands exceeding financial resources.

C. ESTABLISHING A REASONABLE RELATIONSHIP BETWEEN THE FEE AND THE PURPOSE FOR WHICH IT IS CHARGED

The City of Riverbank's current program, the Growth Related Public Facilities Needs 2005-2020, was adopted April 24, 2006. The program sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs of those improvements based on the current General Plan for build-out.



LEGAL REQUIREMENTS

The City's CIP projects are financed in part by the capital improvement fees outlined in the System Development fee program. The City's capital improvements provide infrastructure to the residents and businesses in Riverbank in order to keep pace with ongoing development in, and adjacent to, the community. Estimated project costs and, the summary of fee apportionment to each development fee type, are detailed within the System Development Fee Program document in Appendix D "Preliminary Opinion of Costs".

D. FUNDING OF INFRASTRUCTURE

The 2013-2018 CIP identifies all funding sources and amounts for individual projects through 2018. The CIP is updated annually to reflect the current infrastructure & equipment needs of the City. As a CIP project is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development. Once the determination of use is made, the percentage of use attributable to new development is then funded by the appropriate development fee, based on the type of project. The percentage of use associated with existing residents or business are funded from other appropriate sources as identified on the CIP. All future planned infrastructure needs are outlined in the System Development Fee program. The funding and commencement dates for projects are adjusted, as needed, to reflect the needs of the community.

DESCRIPTION OF ACTIVE SYSTEM DEVELOPMENT FEES

Streets/Public Works Fee - The purpose of this fee is to finance the improvements needed for the street and traffic safety needs of the citizens.

Water Fee - The purpose of this fee is to finance the water improvements needed for the citizens.

Waste Water Fee - The purpose of this fee is to finance the waste water improvements needed for the citizens.

Storm Drainage Fee - The purpose of this fee is to finance the storm drain improvements needed for the citizens.

Parks & Recreation Fee - The purpose of this fee is to finance the park improvements needed for the citizens.

Police & General Government - The purpose of this fee is to finance the public safety and general government improvements needed for the citizens.



SYSTEM DEVELOPMENT FEE REPORTS



Fund 140

System Development Bridges/Roads Fund

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Bridges/Roads Fund - The purpose of this fee was to finance the construction of bridges and roads and improvements needed to maintain traffic movement and safety on City streets. These fees provide the above described project funding to accommodate traffic generated by future development within the City.

(B) The Amount of the current System Development Fee:

This System Development Fee is no longer actively collecting revenue.

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

This Fund is now inactive and no new revenues are anticipated. Existing funds will be properly used on necessary Bridges/Roads related projects.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 140

System Development Bridges/Roads Fund

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Beginning Fund Balance	189,969.06	189,969.06	189,969.06	190,082.06	183,027.72
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	113.00	380.58	326.05
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>113.00</u>	<u>380.58</u>	<u>326.05</u>
Expenditures					
Projects	0.00	0.00	0.00	7,434.92	95,450.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,434.92</u>	<u>95,450.00</u>
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	<u>189,969.06</u>	<u>189,969.06</u>	<u>190,082.06</u>	<u>183,027.72</u>	<u>87,903.77</u>

FY 2011-12 Activity	Total Activity Cost	% Funded with Fee	Fund 140 Total
Audible Pedestrian Crosswalk	6,115.90	48.0%	2,934.92
ADA Sidewalk Improvements	4,500.00	100.0%	4,500.00
			<u>7,434.92</u>
FY 2012-13 Activity			
Oakdale & Morrill Signal	95,450.00	12.0%	95,450.00

Fund 141

System Development Traffic Lights Fund

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Traffic Lights Fund - The purpose of this fee was to finance the installation of traffic signals and improvements needed to maintain traffic movement and safety on City streets. These fees provide the above described project funding to accommodate traffic generated by future development within the City.

(B) The Amount of the current System Development Fee:

This System Development Fee is no longer actively collecting revenue.

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

This Fund is now inactive and no revenues or expenditures are anticipated.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 141

System Development Traffic Lights Fund

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Beginning Fund Balance	107,624.33	109,640.18	3,161.95	3,177.63	0.00
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	2,015.85	395.77	15.68	3.35	0.00
Total Revenues	<u>2,015.85</u>	<u>395.77</u>	<u>15.68</u>	<u>3.35</u>	<u>0.00</u>
Expenditures					
Projects	0.00	0.00	0.00	3,180.98	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,180.98</u>	<u>0.00</u>
Transfers In/(Out)	0.00	-106,874.00	0.00	0.00	0.00
Ending Fund Balance	<u>109,640.18</u>	<u>3,161.95</u>	<u>3,177.63</u>	<u>0.00</u>	<u>0.00</u>

FY 2011-12 Activity	Total Activity Cost	% Funded with Fee	Fund 141 Total
Audible Pedestrian Crosswalks	6,115.90	52.0%	3,180.98

Fund 145

System Development Overpasses Fund

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Overpasses Fund - The purpose of this fee was to finance the construction and improvements needed to provide a second crossing over the railroad tracks at Kentucky Ave. These fees provide the above described project funding to accommodate the needs generated by future development within the City. Council has determined that a second crossing at Kentucky is no longer feasible, there the funds have been re-allocated to a second crossing at Santa Fe Street.

(B) The Amount of the current System Development Fee:

This System Development Fee is no longer actively collecting revenue.

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

No Projects are anticipated at this time. Downtown Specific Plan which identifies the second railroad crossing at Santa Fe, has not yet been adopted.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 145

System Development Overpasses Fund

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Beginning Fund Balance	347,461.81	346,169.93	319,573.62	225,462.27	198,839.15
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	7,005.62	2,271.55	1,338.75	804.30	601.66
Total Revenues	<u>7,005.62</u>	<u>2,271.55</u>	<u>1,338.75</u>	<u>804.30</u>	<u>601.66</u>
Expenditures					
Projects	8,297.50	28,867.86	95,450.10	27,427.42	7,277.32
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>8,297.50</u>	<u>28,867.86</u>	<u>95,450.10</u>	<u>27,427.42</u>	<u>7,277.32</u>
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	<u>346,169.93</u>	<u>319,573.62</u>	<u>225,462.27</u>	<u>198,839.15</u>	<u>192,163.49</u>

	Activity Cost	% Funded with Fee	Fund 145 Total
FY 2008-09 Activity			
Santa Fe Undercrossing Study	8,907.50	100.0%	8,907.50
FY 2009-10 Activity			
Downtown Specific Plan EIR	28,867.86	100.0%	28,867.86
FY 2010-11 Activity			
Downtown Specific Plan EIR	95,450.10	100.0%	95,410.10
FY 2011-12 Activity			
Downtown Specific Plan EIR	27,427.42	100.0%	27,427.42
FY 2012-13 Activity			
Downtown Specific Plan EIR	7,277.32	100.0%	7,277.32

Fund 146

System Development Railroad Crossing Fund

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Railroad Crossing Fund - The purpose of this fee was to finance the improvements needed for the railroad crossing safety needs of the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The Amount of the current System Development Fee:

This System Development Fee is no longer actively collecting revenue.

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Balances in the account are not sufficient to commence any projects.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 146

System Development Railroad Crossing Fund

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Beginning Fund Balance	21,500.59	21,745.57	395.99	397.92	398.89
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	0.00	0.00
Interest	244.98	69.42	1.93	0.97	0.00
Total Revenues	<u>244.98</u>	<u>69.42</u>	<u>1.93</u>	<u>0.97</u>	<u>0.00</u>
Expenditures					
Projects	0.00	21,419.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>0.00</u>	<u>21,419.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Transfers In/(Out)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	<u>21,745.57</u>	<u>395.99</u>	<u>397.92</u>	<u>398.89</u>	<u>398.89</u>

FY 2009-10 Activity	Total Activity Cost	% Funded with Fee	Fund 146 Total
Safe Routes to School-RHS	1,704,089.86	1.3%	21,419.00

Fund 205

System Development Streets/Public Works

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Streets/Public Works Fund - The purpose of this fee is to finance the improvements needed for the traffic safety needs of the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The Amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	\$6,427
Residential - Multi Family	DW	\$2,678
Retail	Sq. Ft	\$5.24
Office/Commercial	Sq. Ft	\$4.93
Industrial	Sq. Ft	\$3.05

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

<u>Project</u>	<u>Est. Date</u>
Signal Light Oakdale @ Morrill	7/1/2013
Signal Light Roselle @ Claribel	7/1/2013

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

During the fiscal year, the Streets/Public Works System Development fee fund loaned \$221,519.98 to the Sewer Fund for improvements detailed in Resolution No. 2011-021. Total borrowed to date is \$608,542.57. The Sewer Fund will begin repayment in FY 2017-18 and will accrue interest at a rate of 2%.

An interfund transfer of \$19,811.29 was made to the General Fund for Management Fee expenses.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 205

System Development Streets/Public Works

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Beginning Fund Balance	1,987,139.61	1,719,349.13	1,747,790.73	3,306,834.25	3,096,743.75
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	62,073.42	318,216.72	46,195.04	80,316.63	18,317.13
Interest	32,100.79	7,863.86	18,176.51	37,068.69	27,197.40
Total Revenues	<u>94,174.21</u>	<u>326,080.58</u>	<u>64,371.55</u>	<u>117,385.32</u>	<u>45,514.53</u>
Expenditures					
Projects	342,759.95	277,050.35	38,592.73	6,188.40	0.00
Miscellaneous	1,045.00	584.64	2.58	131.53	0.00
Administration	18,159.74	20,003.99	21,781.31	0.00	39.47
Total Expenditures	<u>361,964.69</u>	<u>297,638.98</u>	<u>60,376.62</u>	<u>6,319.93</u>	<u>39.47</u>
Transfers In/(Out)	0.00	0.00	1,555,048.59	-321,155.89	-241,331.27
Ending Fund Balance	<u>1,719,349.13</u>	<u>1,747,790.73</u>	<u>3,306,834.25</u>	<u>3,096,743.75</u>	<u>2,900,887.54</u>

	Total Activity Cost	% Funded with Fee	Fund 205 Total
FY 2007-08 Activity			
Browman Dev Reimb. Xrds Center	1,102,594.38	100.0%	1,102,594.38
FY 2008-09 Activity			
Street Improvements @ Oakdale & Morrill	83,935.95	100.0%	83,935.95
Sidewalk Improvements @ Riverbank High	1,704,890.86	15.2%	258,824.00
			<u>342,759.95</u>
FY 2009-10 Activity			
Sidewalk Improvements @ Riverbank High	1,704,890.86	16.3%	277,050.35
FY 2010-11 Activity			
Oakdale Road Landscape Project	378,927.73	10.2%	38,529.73
FY 2011-12 Activity			
Jackson Ave. Intersection Improvement	4,298.40	100.0%	4,298.40
Claribel/Roselle Intersection (In Progress)			1,890.00
			<u>6,188.40</u>

Fund 206

System Development Water

For Purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Water Fund - The purpose of this fee is to finance the water improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The Amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	\$6,686
Residential - Multi Family	DW	\$3,455
Retail	Sq. Ft	\$1.00
Office/Commercial	Sq. Ft	\$0.36
Industrial	Sq. Ft	\$0.70

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

<u>Project</u>	<u>Est. Date</u>
Central Avenue Water Line Installation	7/1/2013

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 206 System Development Water

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Beginning Fund Balance	481,905.75	296,648.70	599,064.31	684,458.53	533,906.42
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	4,097.56	1,703,472.53	47,061.17	93,460.80	1,644.57
Interest	1,637.63	2,605.85	2,612.07	899.49	5,513.43
Total Revenues	<u>5,735.19</u>	<u>1,706,078.38</u>	<u>49,673.24</u>	<u>94,360.29</u>	<u>7,158.00</u>
Expenditures					
Projects	106,212.70	1,403,662.77	1,221.00	244,912.40	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>106,212.70</u>	<u>1,403,662.77</u>	<u>1,221.00</u>	<u>244,912.40</u>	<u>0.00</u>
Transfers In/(Out)	-84,779.54	0.00	36,941.98	0.00	0.00
Ending Fund Balance	<u>296,648.70</u>	<u>599,064.31</u>	<u>684,458.53</u>	<u>533,906.42</u>	<u>541,064.42</u>

	Total Activity Cost	% Funded with Fee	Fund 206 Total
FY 2007-08 Activity			
Browman Dev Reimb. Xrds Center	24,530.32	100.0%	24,530.32
Well #10 Construction	2,068,034.93	77.2%	1,595,669.55
Well #11 Design	24,709.30	100.0%	24,709.30
			<u>1,644,909.17</u>
FY 2008-09 Activity			
Well #10 Construction	2,068,034.93	100.0%	106,212.70
Transfer Out for Water Supply Study (Eastside)	84,779.54	100.0%	84,779.54
FY 2009-10 Activity			
Well #12 Construction	1,403,662.77	100.0%	1,403,662.77
FY 2010-11 Activity			
Fire Hydrant Installation	1,221.00	100.0%	1,221.00
FY 2011-12 Activity			
Central Ave. Water Line (Patterson to California Street)	244,912.40	100.0%	244,912.40

Fund 207

System Development Waste Water

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Waste Water Fund - The purpose of this fee is to finance the waste water improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	\$3,498
Residential - Multi Family	DW	\$2,886
Retail	Sq. Ft	\$0.74
Office/Commercial	Sq. Ft	\$0.26
Industrial	Sq. Ft	\$0.52

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

There are currently no projects anticipated.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 207

System Development Waste Water

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Beginning Fund Balance	94,888.02	36,553.89	82,155.17	72,222.26	72,838.74
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	10,477.05	251,063.23	25,067.82	70,313.39	10,918.43
Interest	1,188.82	242.79	289.07	303.09	221.39
Total Revenues	<u>11,665.87</u>	<u>251,306.02</u>	<u>25,356.89</u>	<u>70,616.48</u>	<u>11,139.82</u>
Expenditures					
Projects	0.00	137,560.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Loan Payment	70,000.00	70,000.00	70,000.00	70,000.00	0.00
Total Expenditures	<u>70,000.00</u>	<u>207,560.00</u>	<u>70,000.00</u>	<u>70,000.00</u>	<u>0.00</u>
Transfers In/(Out)	0.00	1,855.26	34,710.20	0.00	0.00
Ending Fund Balance	<u>36,553.89</u>	<u>82,155.17</u>	<u>72,222.26</u>	<u>72,838.74</u>	<u>83,978.56</u>

	Total Activity Cost	% Funded with Fee	Fund 207 Total
FY 2007-08 Activity			
Browman Dev Reimb. Xrds Center	22,735.42	100.0%	22,735.42
Sewer Master Plan	58,547.13	100.0%	58,547.13
ED Bank Loan (Condray Sewer Line)	350,000.00	20.0%	70,000.00
FY 2008-09 Activity			
ED Bank Loan (Condray Sewer Line)	350,000.00	20.0%	70,000.00
FY 2009-10 Activity			
Stanislaus Sewer Line	137,560.00	100.0%	137,560.00
ED Bank Loan (Condray Sewer Line)	350,000.00	20.0%	70,000.00
FY 2010-11 Activity			
ED Bank Loan (Condray Sewer Line)	350,000.00	20.0%	70,000.00
FY 2011-12 Activity			
ED Bank Loan (Condray Sewer Line)	350,000.00	20.0%	70,000.00

Fund 208

System Development Storm Drainage

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Storm Drainage Fund - The purpose of this fee is to finance the storm drain improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	\$2,970
Residential - Multi Family	DW	\$2,121
Retail	Sq. Ft	\$1.44
Office/Commercial	Sq. Ft	\$1.33
Industrial	Sq. Ft	\$0.88

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

<u>Project</u>	<u>Est. Date</u>
Central Avenue - Storm Drain Improvements	7/1/2013

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 208

System Development Storm Drainage

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Beginning Fund Balance	172,920.64	188,938.80	390,744.03	411,993.32	252,691.20
Adjust Beg. Balance Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	13,262.88	197,865.15	20,004.42	53,158.76	5,681.19
Interest	2,755.28	996.64	1,244.87	1,184.37	765.48
Total Revenues	<u>16,018.16</u>	<u>198,861.79</u>	<u>21,249.29</u>	<u>54,343.13</u>	<u>6,446.67</u>
Expenditures					
Projects	0.00	0.00	0.00	213,645.25	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>213,645.25</u>	<u>0.00</u>
Transfers In/(Out)	0.00	2,943.44	0.00	0.00	0.00
Ending Fund Balance	<u>188,938.80</u>	<u>390,744.03</u>	<u>411,993.32</u>	<u>252,691.20</u>	<u>259,137.87</u>

	Total Activity Cost	% Funded with Fee	Fund 208 Total
FY 2007-08 Activity			
Browman Dev Reimb. Xrds Center	46,667.44	100.0%	46,667.44
Storm Drain Master Plan	72,778.50	100.0%	72,778.50
FY 2011-12 Activity			
Central Ave. Storm Line Installation	211,755.25	100.0%	211,755.25
Third and Stanislaus Storm Drain Repair	1,890.00	100.0%	1,890.00

Fund 209

System Development Parks & Recreation

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Parks & Recreation Fund - The purpose of this fee is to finance the park improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	\$3,541
Residential - Multi Family	DW	\$3,644
Retail	Sq. Ft	\$0.00
Office/Commercial	Sq. Ft	\$0.00
Industrial	Sq. Ft	\$0.00

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

The City currently holds approximately \$150,000 in reserves that were earmarked for the construction of the Riverbank Skate Park. This amount represents the final billing received. The City is currently in litigation regarding this project and will continue to hold the funds in reserve until such time that the matter is resolved.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 209

System Development Parks & Recreation

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2011-12
Beginning Fund Balance	-1,646,471.00	-1,567,904.31	-25,397.26	267,659.63	355,093.87
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	1,815.90	285,342.33	23,687.64	85,526.15	1,951.52
Interest	1,140.75	831.52	3,617.69	1,908.09	517.48
Grant	0.00	120,803.00	130,197.00	0.00	0.00
Miscellaneous	498.00	825.36	0.00	0.00	0.00
Total Revenues	<u>3,454.65</u>	<u>407,802.21</u>	<u>157,502.33</u>	<u>87,434.24</u>	<u>2,469.00</u>
Expenditures					
Projects	8,823.91	327,598.55	572,698.47	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>8,823.91</u>	<u>327,598.55</u>	<u>572,698.47</u>	<u>0.00</u>	<u>0.00</u>
Transfers In/(Out)	83,935.95	1,462,303.39	708,253.03	0.00	0.00
Ending Fund Balance	<u>-1,567,904.31</u>	<u>-25,397.26</u>	<u>267,659.63</u>	<u>355,093.87</u>	<u>357,562.87</u>

	Total Activity Cost	% Funded with Fee	Fund 209 Total
FY 2007-08 Activity			
Jacob Myer Park Trail	64,449.76	100.0%	64,449.76
Sports Complex	2,590,784.40	65.4%	1,694,650.25
JKB Homes - Harless Park Reimbursement	67,580.00	100.0%	67,580.00
Teen Center	1,038,105.53	8.4%	87,658.37
			<u>1,914,338.38</u>
FY 2008-09 Activity			
Sports Complex	2,590,784.40	0.2%	5,285.05
Jacoby Myer Park Trail Sign	3,029.68	100.0%	3,029.68
Teen Center	1,038,105.53	0.0%	509.18
			<u>8,823.91</u>
FY 2009-10 Activity			
Teen Center	1,038,105.53	31.6%	327,598.55
FY 2010-11 Activity			
Teen Center	1,038,105.53	55.2%	572,698.47

Fund 210

System Development Police & General Government

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Police & General Government Fund - The purpose of this fee is to finance the public safety and general government improvements needed for the citizens. These fees provide the above described project funding to accommodate needs generated by future development within the City.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	\$2,232
Residential - Multi Family	DW	\$2,297
Retail	Sq. Ft	\$1.25
Office/Commercial	Sq. Ft	\$1.09
Industrial	Sq. Ft	\$1.59

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

There is currently not sufficient reserves to begin and complete any of the projects identified in the System Development Fee Report.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 210

System Development Police & General Government

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Beginning Fund Balance	846,927.33	866,990.00	995,034.67	786,566.46	198,051.00
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	13,039.15	196,830.37	14,999.28	53,911.30	4,598.62
Interest	7,023.52	3,784.81	3,641.79	2,108.86	717.05
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Revenues	<u>20,062.67</u>	<u>200,615.18</u>	<u>18,641.07</u>	<u>56,020.16</u>	<u>5,315.67</u>
Expenditures					
Projects	0.00	68,570.51	6,000.00	642,499.20	0.00
Miscellaneous	0.00	4,000.00	0.00	2,036.42	59,474.27
Total Expenditures	<u>0.00</u>	<u>72,570.51</u>	<u>6,000.00</u>	<u>644,535.62</u>	<u>59,474.27</u>
Transfers In/(Out)	0.00	0.00	-221,109.28	0.00	0.00
Ending Fund Balance	<u>866,990.00</u>	<u>995,034.67</u>	<u>786,566.46</u>	<u>198,051.00</u>	<u>143,892.40</u>

	Total Activity Cost	% Funded with Fee	Fund 209 Total
FY 2007-08 Activity			
Masonry Wall Repair	10,094.00	100.0%	10,094.00
Browman Dev Reimb. Xrds Center	59,830.05	100.0%	59,830.05
			<u>69,924.05</u>
FY 2009-10 Activity			
Sister City Mural	6,000.00	66.7%	4,000.00
Property Purchase (3231 & 3233 Santa Fe)	68,570.51	100.0%	68,570.51
FY 2010-11 Activity			
WWTP Fence Project	140,921.73	4.3%	6,000.00
FY 2011-12 Activity			
Veteran War Memorial Plaques	2,036.42	100.0%	2,036.42
WWTP Lab/Office	233,668.95	100.0%	233,668.95
WWTP Fence Project	140,921.73	95.7%	134,921.73
CNG Maintenance Facility	1,954,146.02	14.0%	273,908.52
			<u>644,535.62</u>
FY 2012-13 Activity			
General Plan Update	55,679.75	100.0%	55,679.75
General Plan Update - Paid in FY 13-14*	3,794.52	100.0%	3,794.52

* This amount reflects General Plan Update expenses incurred in FY 12-13 but not paid until FY 13-14.

Fund 214

System Development Crossroads Streets/Public Works

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Crossroads Streets/Public Works Fund - The purpose of this fee was to finance the Streets and Public Works improvements needed for the Crossroads Subdivision. These fees provide the above described project funding to accommodate needs generated by the future development within this area.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	\$1,899
Residential - Multi Family	DW	\$1,899

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

All projects that are to be financed by this fee have been completed.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 214

System Development Crossroads Streets/Public Works

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Beginning Fund Balance	90,434.66	91,674.56	92,117.51	0.00	102.43
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	102.43	3,443.66
Interest	1,239.90	442.95	261.39	0.00	0.00
Total Revenues	<u>1,239.90</u>	<u>442.95</u>	<u>261.39</u>	<u>102.43</u>	<u>3,443.66</u>
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Transfers In/(Out)	0.00	0.00	-92,378.90	0.00	0.00
Ending Fund Balance	<u>91,674.56</u>	<u>92,117.51</u>	<u>0.00</u>	<u>102.43</u>	<u>3,546.09</u>

FY 2010-11 Activity

Transfer out to System Dev. Fund	92,378.90
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Fund 215

System Development Crossroads Water

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Crossroads Water Fund - The purpose of this fee was to finance the Water infrastructure improvements needed for the Crossroads Subdivision. These fees provide the above described project funding to accommodate needs generated by the future development within this area.

(B) The amount of the current System Development Fee:

This System Development Fee is no longer actively collecting revenue.

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

All projects that are to be financed by this fee have been completed.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 215

System Development Crossroads Water

	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2012-13
Beginning Fund Balance	19,542.71	22,428.63	23,166.31	23,409.45	
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	2,885.92	0.00	0.00	13,440.00	0.00
Interest	0.00	737.68	243.14	92.53	0.00
Total Revenues	<u>2,885.92</u>	<u>737.68</u>	<u>243.14</u>	<u>13,532.53</u>	<u>0.00</u>
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Transfers In/(Out)	0.00	0.00	0.00	-36,941.98	0.00
Ending Fund Balance	<u>22,428.63</u>	<u>23,166.31</u>	<u>23,409.45</u>	<u>0.00</u>	<u>0.00</u>

FY 2010-11 Activity

Transfer out to System Dev. Fund	36,941.98
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Fund 217

System Development Crossroads Storm Drain

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Crossroads Storm Drainage Fund - The purpose of this fee was to finance the Storm Drain infrastructure improvements needed for the Crossroads Subdivision. These fees provide the above described project funding to accommodate needs generated by the future development within this area.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	\$2,970
Residential - Multi Family	DW	\$2,121

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

All projects that are to be financed by this fee have been completed.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 217

System Development Crossroads Storm Drainage

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Beginning Fund Balance	2,943.44	2,943.44	0.00	0.00	102.43
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	102.43	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>102.43</u>	<u>0.00</u>
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Transfers In/(Out)	0.00	-2,943.44	0.00	0.00	0.00
Ending Fund Balance	<u>2,943.44</u>	<u>0.00</u>	<u>0.00</u>	<u>102.43</u>	<u>102.43</u>

FY 2009-10 Activity

Transfer out to System Dev. Fund	2,943.44
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Fund 219

System Development Crossroads Police & General Government

For purposes of compliance with Government Code Section 66006 (b) (1), the following information regarding AB 1600 fees is presented:

(A) A brief description of the type of fee in the account or fund:

System Development Crossroads Police & General Government Fund - The purpose of this fee was to finance the public safety & general government improvements needed for the Crossroads Subdivision. These fees provide the above described project funding to accommodate needs generated by the future development within this area.

(B) The amount of the current System Development Fee:

	Dev. Unit*	Fee Per Unit
Residential - Single Family	DW	\$2,232
Residential - Multi Family	DW	\$2,297

* DW = Dwelling Unit; Sq. Ft. = Square Foot

(C) The Beginning & Ending Balance of the account or Fund.

See Attached Financial Report

(D) The amount of the fees collected and interest earned.

See Attached Financial Report

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

See Attached Financial Report

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

All projects that are to be financed by this fee have been completed.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the 2012-13 fiscal year.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.

Fund 219

System Development Crossroads Police & General Government

	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
Beginning Fund Balance	224,496.26	227,106.61	228,120.12	0.00	102.43
Adjust Beg. Balance					
Per Auditors	0.00	0.00	0.00	0.00	0.00
Revenues					
Developer Fees	0.00	0.00	0.00	102.43	0.00
Interest	2,610.35	1,013.51	770.60	0.00	0.00
Total Revenues	<u>2,610.35</u>	<u>1,013.51</u>	<u>770.60</u>	<u>102.43</u>	<u>0.00</u>
Expenditures					
Projects	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Transfers In/(Out)	0.00	0.00	-228,890.72	0.00	0.00
Ending Fund Balance	<u>227,106.61</u>	<u>228,120.12</u>	<u>0.00</u>	<u>102.43</u>	<u>102.43</u>

FY 2010-11 Activity

Transfer out to System Dev. Fund	228,890.72
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RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.5

SECTION 6: NEW BUSINESS

Meeting Date: November 25, 2013

Subject: **Resolution** Declaring Various Vehicles as Surplus Property and Authorizing Disposal of the Surplus Property

From: Jill Anderson, City Manager

Submitted by: Michael Riddell, Deputy Director Development Services Operation

RECOMMENDATION

It is recommended that the City Council declare the vehicles listed in the table below as surplus vehicles and direct the City Manager to dispose of said vehicles as appropriate.

SUMMARY

In the Fleet presentation presented to City Council in April of this year staff listed several vehicles that could be declared surplus. At that time City Council directed staff to reduce the fleet. The table below lists the vehicles that the City Council is being asked to declare as surplus.

Vehicle Number	Description	VIN Number	Estimated Value KBB
144	2003 Chevy Silverado 2500 Pick Up	1GBHC24U53Z197524	\$ 6,100.00
145	2003 Chevy Silverado 2500 Pick Up	1GBHC24U53Z198226	\$ 6,600.00
B-1	2001 Dodge Dakota P. U.	1B7FL26XX1S172799	\$ 2,700.00
A-2	2001 Chevy Malibu	1G1ND52J216238016	\$ 3,200.00

The vehicles are considered surplus for the following reasons:

- Unit 144 has 64K miles on the odometer and we can no longer get fuel injectors to repair the vehicle.
- Unit 145 has 52K miles on the odometer and we can no longer get fuel injectors to repair the vehicle.

- Unit B-1 has 39K miles on the odometer. This vehicle is not being utilized by any division within the city. Therefore it sits which makes it unreliable and costly to repair.
- Unit A-2 has 76K miles on the odometer and is unreliable due to mechanical problems.

Once the vehicles are declared surplus, the Fleet Division will use the following procedures to dispose of the vehicles.

Surplus Vehicle Sales Procedure

- Step One (1) Notify the general public of impending sale via the local newspaper.
- Step Two (2) Contact local dealers.
- Step Three (3) Notify local Auto Salvage and Recycling dealers.

All vehicles will be sold with an “As Is” statement and a receipt from the City signed by both parties.

FINANCIAL IMPACT

All proceeds from the sale of the vehicles will be returned to the funds that purchased said vehicles less the cost of the sale.

ATTACHMENTS

A Resolution declaring the abovementioned vehicles as surplus property is attached to this staff report.

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK DECLARING VARIOUS VEHICLES AS SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF THE SURPLUS PROPERTY AS APPROPRIATE

WHEREAS, in the course of rotating and replacing vehicles used by the City employees in the city-wide vehicle fleet, it becomes necessary to dispose of vehicles no longer suitable for City service by declaring them as surplus property: and,

WHEREAS, the City utilizes its vehicles until their useful and/or cost-effective limit has been reached; and,

WHEREAS, staff has reviewed this property and determined that it is no longer useful to the City of Riverbank.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank declares the vehicles listed in “**Exhibit A**” to be surplus property and authorizes the City Manager to dispose of the surplus property as appropriate.

AND BE IT FURTHER RESOLVED that proceeds received from the sale of the surplus vehicles will be returned to the funds that purchased said vehicles, less the cost of the sale.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of November, 2013; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Exhibit A – List of Surplus Vehicles

EXHIBIT A

Surplus Vehicles

Vehicle Number	Description	VIN Number	Estimated Value KBB
144	2003 Chevy Silverado 2500 Pick Up	1GBHC24U53Z197524	\$ 6,100.00
145	2003 Chevy Silverado 2500 Pick Up	1GBHC24U53Z198226	\$ 6,600.00
B-1	2001 Dodge Dakota P. U.	1B7FL26XX1S172799	\$ 2,700.00
A-2	2001 Chevy Malibu	1G1ND52J216238016	\$ 3,200.00

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.6

SECTION 6: NEW BUSINESS

Meeting Date:	November 25, 2013
Subject/ Title:	Confirmation of the Riverbank Police Chief Appointment
From:	Jill Anderson, City Manager

RECOMMENDATION

It is recommended that the City Council officially introduce Stanislaus County Sheriff's Department, Lieutenant Erin Kiely, as the candidate appointed to the position of Police Chief for the City of Riverbank.

SUMMARY

The Stanislaus County Sheriff invited eligible candidates to apply for the position of Police Chief for the City of Riverbank to fill the position under the City's contract for Police services. A special meeting of the City Council was scheduled for November 21 to conduct the interviews. The Acting Chief, Lt. Erin Kiely, applied for the position and was interviewed by the City Council. At the conclusion of the interview on November 21, the City Council announced that it had selected Lt. Kiely to fill the permanent position. The County Sheriff, Adam Christianson, was notified and has indicated that he will assign Lt. Kiely to the permanent position.

Chief Kiely has almost 20 years of experience in law enforcement and has held multiple assignments throughout his career to prepare him for the position of Police Chief for the City of Riverbank.

FINANCIAL IMPACT

The costs associated with the position of Police Chief are included in the FY 2013-2014 Budget.

ATTACHMENT

There are no attachments to this report.