



CITY OF RIVERBANK
**REGULAR CITY COUNCIL AND THE
LOCAL REDEVELOPMENT AUTHORITY BOARD
MEETINGS**

(The City Council also serves as the LRA Board)
City Hall North • Council Chambers
6707 Third Street • Suite B • Riverbank • CA • 95367

AGENDA

TUESDAY, NOVEMBER 28, 2017– 6:00 P.M.

(THE AGENDA PACKET IS POSTED AT THE CITY CLERK'S OFFICE AND AT WWW.RIVERBANK.ORG)

- 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 Leanne Jones Cruz
Council/Authority Member District 2 Cindy Fosi
Council/Authority Member District 4 Darlene Barber-Martinez
Council/Authority Member Cal Campbell

CHANGES TO THE AGENDA: Mayor/Chair Richard D. O'Brien

CONFLICT OF INTEREST

Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.
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1. PRESENTATIONS **There are no presentations.**

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 requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

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

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

The public notice for Items 5.1 was published in the Riverbank News on 11/15/2017. A 300 ft. Notification letter was mailed on 11/09/17 to Property Owners listed on the latest equalized assessment rolls.

Item 5.1: Consideration of:

A Resolution Approving the General Plan Amendment 02-2017 Redesignating 2.4 Acres Located at 2466 Morrill Road (APN 075-030-001) to Higher Density Residential (HRD); and

Introduction and First Reading by Title Only of a Proposed Ordinance Approving the Rezoning of 2.4 Acres Located at 2644 Morrill Road (APN 075-030-001) to Multiple Family Residential (R-3) Zone

It is recommended that the City Council approve the resolution and conduct the public hearing for the first reading of the proposed ordinance to consider its approval; if approved, the second reading of the ordinance by title only will be scheduled for the next regular City Council meeting on December 12, 2017, to consider its adoption.

6. NEW BUSINESS

Item 6.1: **Consideration of a Resolution to Waive the Facility Use Fees for Use of the Community Center by the Kiwanis Club of Riverbank for a Super Bowl Pancake Breakfast Fundraiser and the Appropriation of Funds to the Enterprise Fund** – It is recommended that the City Council consider the request submitted by the Kiwanis Club of Riverbank to waive the facility use fees for use of the Community Center.

- Item 6.2:** **A Resolution Approving a Memorandum of Understanding with the Riverbank Miscellaneous Employees Bargaining Unit for the term of July 1, 2017 to June 30, 2018, Regarding the Salaries, Benefits, Hours, and Other Terms and Conditions of Employment** – It is recommended that the City Council adopt a Resolution approving the Memorandum of Understanding between the City of Riverbank and the Riverbank Miscellaneous Employees Bargaining Unit.

7. COMMENTS/REPORTS

A brief report on notable attendance of a meeting or conference or other notable topics of business shall be made. The Brown Act does not allow for discussion or action by the City Council.

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

8. CLOSED SESSION

The public will have a limit of 5 minutes to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board adjourning to Closed Session.

- Item 8.1:** **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code § 54957.6
Agency representative: City Manager Sean Scully
Employee organizations: Riverbank Miscellaneous Employees
 Riverbank Mid-Management Bargaining Unit
 Unrepresented Executive Management
- Item 8.2:** **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: (3) potential cases

9. REPORT FROM CLOSED SESSION

- Item 9.1:** Report from Closed Session Item 8.1: **CONFERENCE WITH LABOR NEGOTIATORS**
- Item 9.2:** Report from Closed Session Item 8.2: **ANTICIPATED LITIGATION – (3) potential cases**

ADJOURNMENT (The next regular City Council meeting – Tuesday, Dec. 12 @ 6:pm)

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted 72 hours prior to the meeting in accordance to the Brown Act.

Posted this 22nd day of November, 2017

/s/Annabelle H. 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 or cityclerk@riverbank.org. Notification (72) hours before the meeting will enable the City to make reasonable arrangements to ensure any special needs are met. [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

Meeting Schedule	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 Tuesdays 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.
City Council / LRA Agenda & Reports	The City Council/LRA Board agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted near the entrance of the location where the meeting is to be held and, when available, on the City's website. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. The agenda packet (agenda plus supporting documents) are posted for public review at the City Clerk's Office, 6707 Third Street, Riverbank, CA and at www.riverbank.org upon distribution to a majority of the City Council/LRA Board. A 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.
Televised / Video of Meetings	City Council/LRA meetings are televised on Charter Channel 2 and AT&T Uverse Channel 99. Video of the meeting and the schedule of replays may be seen on the City's website, under the "Action 2" Icon. (Note: Technical difficulty occurs on occasion preventing the televising or recording of the meeting.)
Questions	Contact the City Clerk at (209) 863-7122 or aguilar@riverbank.org

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

SECTION 3: CONSENT CALENDAR

Meeting Date:	November 28, 2017
Subject:	Waiver of Readings
From:	Sean Scully, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk / LRA Recorder

RECOMMENDATION

It is recommended that the City Council / LRA 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 AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: November 28, 2017

Subject: Consideration of:

A **Resolution** Approving the General Plan Amendment 02- 2017 Redesignating 2.4 Acres Located at 2466 Morrill Road (APN 075-030-001) to Higher Density Residential (HRD); and

Introduction and First Reading by Title Only of a Proposed **Ordinance** Approving the Rezoning of 2.4 Acres Located at 2644 Morrill Road (APN 075-030-001) to Multiply Family Residential (R-3) Zone

From: Sean Scully, City Manager

Submitted by: Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that the City Council approve the resolution, and conduct the public hearing for the first reading of the proposed ordinance to consider its approval; if approved, the second reading of the ordinance by title only will be scheduled for the next regular City Council meeting on December 12, 2017, to consider its adoption.

SUMMARY

The proposed General Plan Amendment ("GPA") and Zoning Ordinance Amendment ("Rezone") is on a 2.4 acre property at 2644 Morrill Road. The GPA designation for the site is currently Low Density Residential (LDR) to be re-designated as Higher Density Residential (HDR) with 16+ units allowed per net acre. The property is currently zoned Single Family Residential (R-1) and is proposed to be rezoned to Multiple Family Residential (R-3). The Planning Commission at their Special Meeting of November 6, 2017 with votes of 2-1, recommended approval of the project to the City Council.

BACKGROUND

A. Site

The site is a triangular parcel (Attachment 3) on the south side of Morrill Road, opposite of where Jackson Avenue and Howard Avenue terminate. The adjacent M.I.D. Main

Canal is to the west and Newbrook Drive is approximately 114 feet to the east. The site currently contains an older single family residence (Attachment 4) and assorted outbuildings and fencing, all in poor condition. The site is covered in trees, mostly eucalyptus, with an assortment of bushes throughout (Attachment 5). This is an infill site substantially surrounded by urban uses of single family housing and a mobile home park.

B. General Plan Amendment

The existing General Plan designation for this project is Low Density Residential (LDR) which allows 1-8 dwelling units per net acre. The proposed General Plan Amendment re-designating the project from LDR to Higher Density Residential (HDR) would allow a future project to be built at 16+ dwelling units per net acre. There is currently no project proposed for this site. The action is being taken to facilitate the development of affordable housing per the Riverbank Housing Element.

Pursuant to California Government Code section 65358 and the Riverbank General Plan, the Planning Commission, which heard this item in public hearing October 17, 2017, needed answers to the GPA implementation questions (IMP-2) below before recommending approval of an amendment:

1. Is the proposed amendment in the public interest? *The General Plan Amendment is in the public interest because the amendment will change the General Plan Land Use Map to be consistent with the City's Housing Element.*
2. Is the proposed amendment consistent and compatible with the goals and the vast majority of policies of the General Plan? *The amendment is consistent as proposed with the vast majority of policies of the General Plan. Adopting amendment will create consistency and compatibility with the Housing Element of the General Plan.*
3. Have the potential effects of the proposed amendment been evaluated and determined not to be detrimental to the public health, safety, or welfare? *The potential effects of the proposed amendment has previously been evaluated in the CEQA document for the Housing Element and has been found to be not detrimental to the public health, safety, or welfare. In addition, the amendment itself meets all applicable criteria to qualify as exempt from further review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.*
4. Has the proposed amendment been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act? *The proposed amendments have been processed in accordance with the California Government Code, the Riverbank Municipal Code, and the California Environmental Quality Act.*

General Plan Consistency Findings

As part of their recommendation to the City Council, the Planning Commission had to find the project consistent with the City's adopted General Plan per question #2 above. The project site's density will be sixteen plus (16+) dwelling units per net acre. At this density, the Project will be consistent with a General Plan designation of Higher Density Residential (HDR, net density of 16+ units per acre). Below is a discussion of a General Plan Policy and a Land Use Diagram with which the proposed project is consistent:

1. Policy CONS-8.6

"The City will encourage compact development to achieve more efficient use of resources and provision of public facilities and services." *The project proposes a density of sixteen plus (16+) homes per net acre from its existing eight (8) homes per net acre designation. Therefore, the GPA is consistent with this General Plan policy concerning more compact development.*

2. Figure LAND-4 Land Use Diagram

The Land Use Diagram shows this property as an "Infill Opportunity Area (IOA)." The IOA land use designation is an overlay designation that does not specify allowable land uses. Housing added in the IOA would most likely consist of apartment buildings, condominiums, townhouses, small-lot single family structures, and other more compact residential designs. *Re-designating the property from LDR to HDR supports the IOA vision of compact development. Therefore, the GPA is consistent with this General Plan diagram concerning more compact development.*

C. Zoning Ordinance Amendment ("Rezone")

The chart below compares the Single Family Residential (R-1) zoning district standards with the Multiple Family Residential (R-3) zoning district standards:

Type of Standard	R-1 Zoning Standards	R-3 Zoning Standards
Lot Size	6,000 square feet minimum	6,000 square feet minimum or 2,000 sf not to exceed 20 units
Lot Width	60 feet minimum	55 feet minimum
Lot Depth	100' minimum	100' minimum (PC determines)
Density	8 units per net acre	16+ units per net acre
Height	35 feet maximum	45 feet maximum
Front Setback	10 feet minimum	15 feet minimum
Garage Setback	20 feet minimum	20 feet minimum
Side Setback	5 feet minimum	5 feet minimum
Rear Setback	5 feet minimum	10 feet minimum
Lot Coverage	50% maximum	60% maximum
Accessory Height	15 feet maximum	15 feet maximum

Rezone Findings

The Planning Commission could have recommended approval, conditional approval, or denial of the rezone to R-3 to the City Council. To recommend approval or conditional approval, the project must have met the following finding of fact:

1. The proposed Rezone to R-3 will maintain consistency between the General Plan and Zoning Code, pursuant to Government Code Section 65860. *The General Plan designation of this property is proposed to change from Low Density Residential (LDR) to Higher Density Residential (HDR). By rezoning the site from R-1 to R-3, the Zoning Map would then be consistent with the General Plan Map.*

Based on the above discussions and public comment, the Planning Commission, at their Special Meeting of November 6, 2017 recommended City Council approval of General Plan Amendment 02-2017 and Rezone 01-2017 (Attachments 7 and 8) with votes of 2-1.

ENVIRONMENTAL DETERMINATION

The project will have minimal impact upon the environment and meets all applicable criteria to qualify as exempt from further review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.

FISCAL IMPACT

This is a City action, initiated by the Planning Commission Resolutions 2017-020 and 2017-021; therefore no fees have been collected.

STRATEGIC GOALS

The adoption of a Resolution and an Ordinance to re-designate and rezone 2644 Morrill Road is not a listed objective of the City's current Strategic Goals but preparing a parcel for future multifamily development could Retain and Attract Businesses such as affordable housing developers, commercial day care providers, and other goods and services providers.

ATTACHMENTS

1. Proposed City Council Resolution – GPA 02-2017
2. Proposed Ordinance – Rezone 01-2017
3. Parcel Map
4. Photo
5. Aerial
6. Signed Property Ballot
7. Planning Commission Resolution No. 2017-020 General Plan Amendment
8. Planning Commission Resolution No. 2017-021 Zoning Ordinance Amendment
Exhibit A – Draft Ordinance No. 2017-XXX

CITY OF RIVERBANK

RESOLUTION NO. 2017-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE GENERAL PLAN AMENDMENT 02-2017
REDESIGNATING 2.4 ACRES, LOCATED AT 2466 MORRILL ROAD (APN 075-
030-001) TO HIGHER DENSITY RESIDENTIAL (HRD)**

WHEREAS, the project site is currently zoned Single Family Residential (R-1) with a current General Plan Land Use designation of Low Density Residential (LDR) to be rezoned Multiple Family Residential (R-3); and

WHEREAS, the City desires a General Plan Amendment to designate the project site as Higher Density Residential (HDR); and

WHEREAS, Government Code Section 65353 requires the Planning Commission to hold at least one noticed, public hearing on any proposed General Plan Amendment; and

WHEREAS, the Planning Commission conducted a Special Meeting Public Hearing on November 6, 2017 and recommended approval to the City Council of the proposed General Plan Amendment with Planning Commission Resolution No. 2017-020 and a vote of 2-1; and

WHEREAS, pursuant to Government Code section 65355, notice of the public hearing on the General Plan Amendment was published in the *Riverbank News*, a newspaper of general circulation, on November 15, 2017 and

WHEREAS, notices of the City Council public hearing on the General Plan Amendment were also mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on November 16, 2017; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT FURTHER RESOLVED THAT THE CITY
COUNCIL OF THE CITY OF RIVERBANK HEREBY:**

1. General Plan Amendment Findings. That pursuant to California Government Code sections 65358 and the Riverbank General Plan, the City Council finds as follows:

- a. The General Plan Amendment is in the public interest because the General Plan Amendment will change the General Plan Land Use Map to comply with the proposed rezone.
 - b. The General Plan Amendment is consistent and compatible with the goals and the vast majority of the policies of the General Plan.
 - c. The proposed amendment will have no impact upon the environment and meets all applicable criteria to qualify as exempt from further review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.
 - d. That the proposed amendment has been processed in accordance with the California Government Code, the Riverbank Municipal Code and the California Environmental Quality Act.
2. That, based on the findings set forth in this Resolution and the evidence in the City Staff Report and such other evidence as received at the public hearings on this matter before the City Council, the City Council hereby approves the General Plan Amendment.
3. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 28th day of November 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

**CITY OF RIVERBANK
ORDINANCE NO. 2017-XXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
APPROVING THE REZONING OF 2.4 ACRES LOCATED AT 2644 MORRILL
ROAD (APN 075-030-001) TO MULTIPLE FAMILY RESIDENTIAL (R-3) ZONE**

WHEREAS, the City of Riverbank, to maintain consistency with its Housing Element, desires to Rezone the property at 2644 Morrill Road from Single Family Residential (R-1) to Multiple Family Residential (R-3) APN 075-030-001; and

WHEREAS, the Planning Commission of the City of Riverbank conducted a Special Meeting Public Hearing on Monday, November 6, 2017 to consider the proposed Zoning Ordinance Amendment and recommended its approval to the City Council by a vote of 2-1; and

WHEREAS, the City Council of the City of Riverbank conducted a Public Hearing on Tuesday, November 28, 2017 to consider the recommendation of the Planning Commission, take public comment, and conduct a first reading of the proposed Zoning Ordinance Amendment; and

WHEREAS, the City Council for City of Riverbank has made the following findings for adoption:

1. The project site is currently zoned Single Family Residential (R-1) with a General Plan Land Use Designation of LDR Low Density Residential; and
2. To maintain consistency with its Housing Element the City desires to rezone the subject property to Multiple Family Residential R-3; and
3. Notice of the public hearing on the proposed Zoning Ordinance Amendment was published in the *Riverbank News*, a newspaper of general circulation, on November 15, 2017; and
4. Notices of the public hearing on the proposed Zoning Ordinance Amendment were mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on November 16, 2017 and posted on the City's website, at both City Hall buildings, the Post Office, the Community Center, on site, and emailed to the library; and
5. The City finds that the Zoning Code Amendment will have no impact upon the environment and meets all applicable criteria to qualify as exempt from further

review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.

NOW, THEREFORE, THE CITY OF RIVERBANK CITY COUNCIL DOES ORDAIN AS FOLLOWS:

Section 1: The City Council of the City of Riverbank approves Rezoning 2.4 acres to the Multiple Family Residential R-3 zoning district, located at 2644 Morrill Road, APN 075-030-001.

Section 2: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The Planning Commission of the City of Riverbank hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

Section 3: This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

The foregoing was introduced at a regular meeting of the City Council of the City of Riverbank held on the 28th day of November, 2017; motioned by Councilmember _____, seconded by Council Member _____, and upon roll call was carried by the following vote ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle Aguilar, CMC
City Clerk

APPROVED:

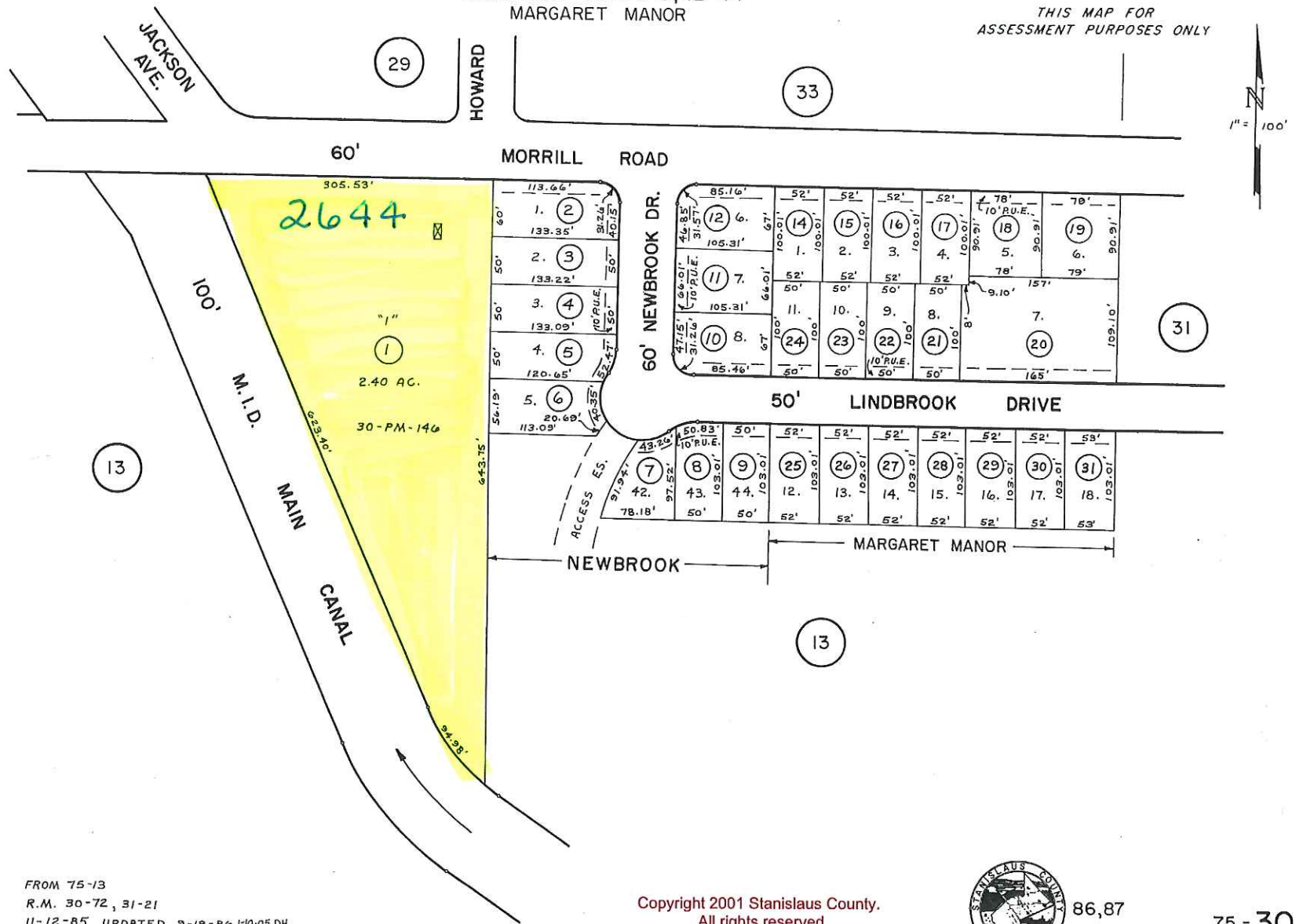
Richard D. O'Brien
Mayor

POR. NE 1/4 SECTION 35 T.2S. R.9E. M.D.B. & M.
NEWBROOK - LOTS 1-8, 42-44
MARGARET MANOR

006 017

75 - 30

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



FROM 75-13
R.M. 30-72, 31-21
11-12-85 UPDATED 9-19-86, 10-05 DH

Copyright 2001 Stanislaus County.
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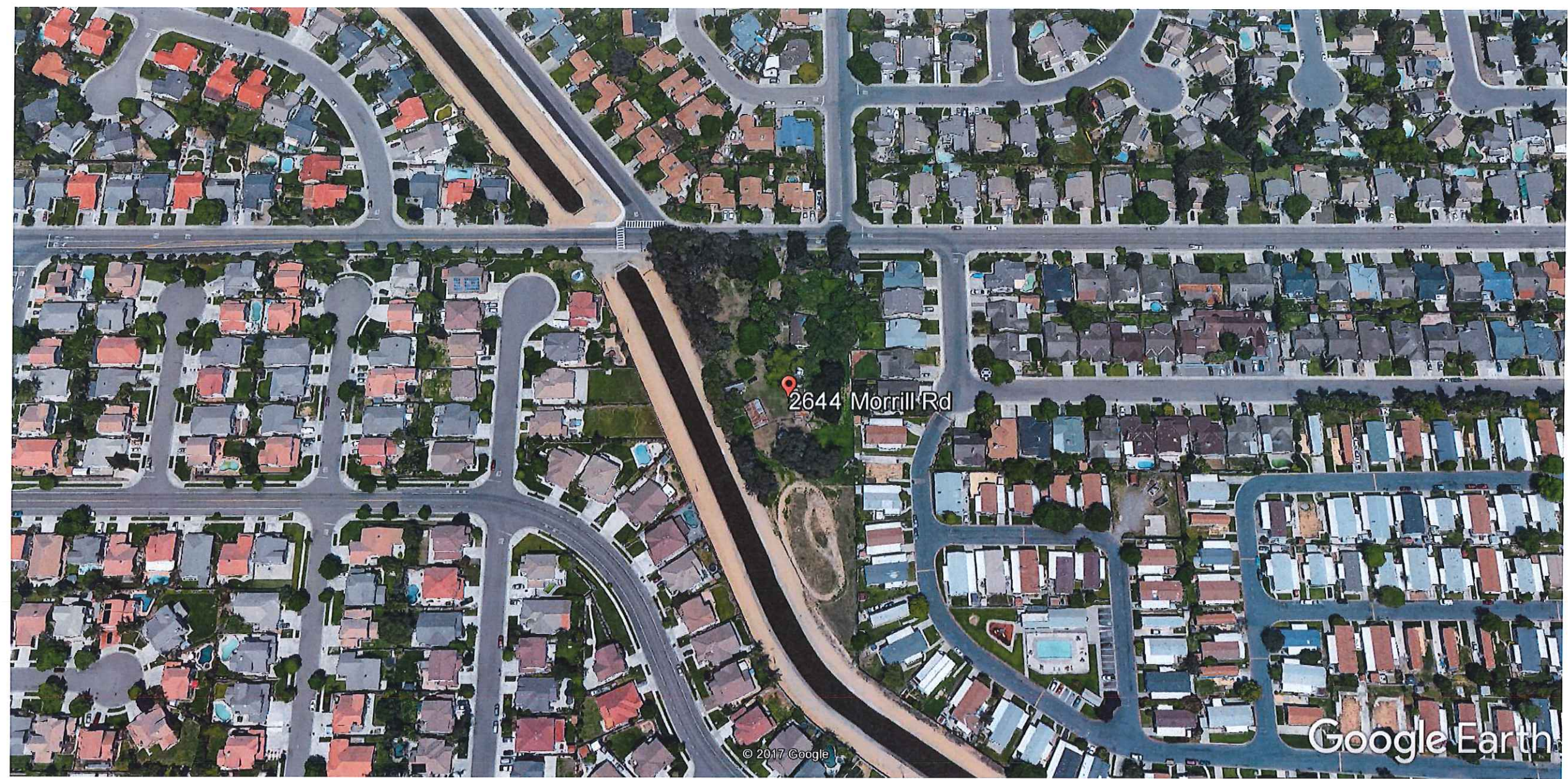
86,87

75 - 30



Google Earth





Google Earth



Ballot
City of Riverbank
HDR General Plan Amendment and Rezone
September 18, 2017

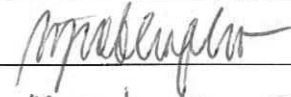
Please select one of the two options with either a "check mark" or "X" in the table below:

Available Options	Description	Check / X
Option 1	I consent that I/we as property owners would be comfortable with the City initiated General Plan Amendment and parallel Rezone of your property, 2644 Morrill Road.	X
Option 2	Request that a meeting be held to further discuss the City initiated General Plan Amendment and Rezone.	

Address:

2644 Morrill Ave.

Owners Signature:



Printed:

Monet O. Florendo

Date:

10/11/17

Please mail or deliver this letter:

City of Riverbank
Community Development Department
6707 Third Street
Riverbank, CA 95367

2644 Morrill Road
APN: 075-030-001

City of Riverbank
Planning Commission
Resolution No. 2017-020

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
RIVERBANK, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL
OF A GENERAL PLAN AMENDMENT REDESIGNATING 2.4 ACRES
LOCATED AT 2644 MORRILL ROAD TO HIGHER DENSITY RESIDENTIAL
(HDR), APN: 075-030-001**

WHEREAS, the project site is currently zoned Single Family Residential (R-1) with a current General Plan Land Use designation of Low Density Residential (LDR) to be rezoned Multiple Family Residential (R-3); and

WHEREAS, the City desires a General Plan Amendment to designate the project site as Higher Density Residential (HDR); and

WHEREAS, Government Code Section 65353 requires the Planning Commission to hold at least one noticed, public hearing on any proposed General Plan Amendment; and

WHEREAS, the Government Code further requires that the City Council receive input from the Planning Commission on any proposed General Plan Amendment; and

WHEREAS, the notice of the public hearing on the General Plan Amendment was published in the *Riverbank News*, a newspaper of general circulation, on October 25, 2017; and

WHEREAS, the notices of the public hearing on the General Plan Amendment were mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on October 25, 2017; and

WHEREAS, the Planning Commission has reviewed the General Plan Amendment and conducted a public hearing on November 6, 2017 in the manner prescribed by law; and

WHEREAS, all other legal prerequisites to the adoption of this resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RECOMMENDS CITY COUNCIL APPROVAL OF GENERAL PLAN AMENDMENT NO. 02-2017, BASED ON THE FOLLOWING FINDINGS:

1. General Plan Amendment Findings: That pursuant to California Government Code section 65358 and the Riverbank General Plan, the Planning Commission finds as follows:
 - a. The General Plan Amendment is in the public interest because the General Plan Amendment will change the General Plan Land Use Map to be consistent with the Housing Element of the General Plan.

- b. The General Plan Amendment is consistent and compatible with the goals and vast majority of the policies of the General Plan.
 - c. The General Plan Amendment, with no proposed project, will have no impact upon the environment and meets all applicable criteria to qualify as exempt from further review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, so has been found to be not detrimental to the public health, safety, or welfare.
 - d. The proposed amendment has been processed in accordance with the California Government Code, the Riverbank Municipal Code, and the California Environmental Quality Act.
2. That, based on the findings set forth in this resolution, the evidence in the City Staff Report and such other evidence as received at the public hearings on this matter before the Planning Commission, the Planning Commission hereby recommends approval of the General Plan Amendment.
3. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The Planning Commission of the City of Riverbank hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, or word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 6th of November, 2017, by the following roll call vote 2/1:

AYES: Commissioners: McKinney and McRitchie

NOES: Commissioner: Stewart

ABSENT: Commissioners: Tabacco and King

ABSTAIN: None

Attest:


Donna M. Kenney
Planning and Building Manager

Approved:


Anthony McKinney, Chairperson
Planning Commission

**City of Riverbank
Planning Commission
Resolution No. 2017-021**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
RIVERBANK, CALIFORNIA, RECOMMENDING CITY COUNCIL
APPROVAL OF ORDINANCE NO. 2017-XXX TO REZONE 2.4 ACRES
LOCATED AT 2644 MORRILL ROAD TO MULTIPLE FAMILY
RESIDENTIAL (R-3), APN: 075-030-001**

WHEREAS, the project site is currently zoned Single Family Residential (R-1) with a General Plan Land Use designation of Low Density Residential (LDR) to be re-designated Higher Density Residential (HDR); and

WHEREAS, the City desires to rezone the property to Multiple Family Residential (R-3); and

WHEREAS, the Planning Commission held a public hearing on November 6, 2017, to consider Zoning Ordinance Amendment (Rezone) 2017-XXX; and

WHEREAS, notice of the public hearing on the Rezone was published in the *Riverbank News*, a newspaper of general circulation on October 25, 2017; and

WHEREAS, notices of the public hearing on the Rezone were mailed to all property owners within three hundred (300) feet of the property, according to the most recent assessor's roll, on October 25, 2017; and

WHEREAS, the Planning Commission has reviewed the proposed Rezone and conducted a public hearing on November 6, 2017; and

WHEREAS, all other legal prerequisites to the adoption of the Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RECOMMENDS CITY COUNCIL APPROVAL OF ORDINANCE NO. 2017-XXX, REZONING 2.4 ACRES TO THE MULTIPLE FAMILY (R-3) ZONE, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE, BASED ON THE FOLLOWING FINDINGS:

1. Pursuant to California Government Code Section 65855, the recommendation to City Council shall include the relationship to the applicable general or specific plan.
 - a. The property identified in this action has a General Plan Land Use Designation of Low Density Residential (LDR) and a current zoning of Single Family Residential (R-1). The project proposes a General Plan Amendment re-designation to Higher Density Residential (HDR) and a Rezone to Multiple Family Residential (R-3).

- b. The proposed General Plan Amendment to HDR and the proposed Rezone to R-3 will maintain consistency between the General Plan and Zoning Code, pursuant to Government Code Section 65860.

2. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The Planning Commission of the City of Riverbank hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, or word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.
3. The City finds that pursuant to the California Environmental Quality Act (CEQA), the Rezone, with no proposed project, will have no impact upon the environment and meets all applicable criteria to qualify as exempt from further review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 6th of November, 2017, by the following roll call vote 2/1:

AYES: Commissioners: McKinney and McRitchie

NOES: Commissioner: Stewart

ABSENT: Commissioners: Tabacco and King

ABSTAIN: None

Attest:


Donna M. Kenney
Planning and Building Manager

Approved:


Anthony McKinney, Chairperson
Planning Commission

Attachment: Exhibit "A" – Draft City Council Ordinance No. 2017-XXX

CITY OF RIVERBANK

ORDINANCE NO. 2017-XXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE REZONING OF 2.4 ACRES LOCATED AT 2644
MORRILL ROAD (APN 075-030-001) TO MULTIPLE FAMILY RESIDENTIAL (R-3)
ZONE**

WHEREAS, the City of Riverbank, to maintain consistency with its Housing Element, desires to Rezone the property at 2644 Morrill Road from Single Family Residential (R-1) to Multiple Family Residential (R-3) APN 075-030-001; and

WHEREAS, the Planning Commission of the City of Riverbank conducted a Special Meeting Public Hearing on Monday, November 6, 2017 to consider the proposed Zoning Ordinance Amendment and recommended its approval to the City Council by a vote of 2-1; and

WHEREAS, the City Council of the City of Riverbank conducted a Public Hearing on Tuesday, November 28, 2017 to consider the recommendation of the Planning Commission, take public comment, and conduct a first reading of the proposed Zoning Ordinance Amendment; and

WHEREAS, the City Council for City of Riverbank has made the following findings for adoption:

1. The project site is currently zoned Single Family Residential (R-1) with a General Plan Land Use Designation of LDR Low Density Residential; and
2. To maintain consistency with its Housing Element the City desires to rezone the subject property to Multiple Family Residential R-3; and
3. Notice of the public hearing on the proposed Zoning Ordinance Amendment was published in the *Riverbank News*, a newspaper of general circulation, on November 15, 2017; and
4. Notices of the public hearing on the proposed Zoning Ordinance Amendment were mailed to all property owners within 300 feet of the property, according to the most recent assessor's roll, on November 16, 2017 and posted on the City's website, at both City Hall buildings, the Post Office, the Community Center, on site, and emailed to the library; and

5. The City finds that the Zoning Code Amendment will have no impact upon the environment and meets all applicable criteria to qualify as exempt from further review as required by the California Environmental Quality Act (CEQA) Section 15061(b)(3), under the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.

NOW, THEREFORE, THE CITY OF RIVERBANK CITY COUNCIL DOES ORDAIN AS FOLLOWS:

Section 1: The City Council of the City of Riverbank approves Rezoning 2.4 acres to the Multiple Family Residential R-3 zoning district, located at 2644 Morrill Road, APN 075-030-001.

Section 2: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The Planning Commission of the City of Riverbank hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

Section 3: This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date or a summary of the Ordinance is published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

The foregoing was introduced at a regular meeting of the City Council of the City of Riverbank held on the 28th day of November, 2017; motioned by Councilmember _____, seconded by Council Member _____, and upon roll call was carried by the following vote ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	November 28, 2017
Subject:	Consideration of a Resolution to Waive the Facility Use Fees for Use of the Community Center by the Kiwanis Club of Riverbank for a Super Bowl Pancake Breakfast Fundraiser and the Appropriation of Funds to the Enterprise Fund
From:	Sean Sully, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council consider the request for a facility use fee waiver submitted by the Kiwanis Club of Riverbank and if approved adopt a Resolution authorizing the fee waiver.

INTRODUCTION

The Kiwanis Club of Riverbank has submitted a letter requesting a fee waiver or fee reduction for a Super Bowl Pancake Breakfast fundraiser to be held at the Riverbank Community Center on Saturday February 3, 2018. This letter is attached to this report as Exhibit A.

BACKGROUND

On May 13, 2014, the Riverbank City Council reviewed fee waivers for non-profit group events and services held in City buildings. Many non-profit groups holding events at the community center building were "Grandfathered" in to paying only the custodial fee for their fundraising events because this was the past practice. The fees for monthly meetings were also waived for those groups "Grandfathered" in. New fees were set for service clubs that were adding events. The meeting fees are now \$25 per hour and the rental fee for the community center is \$500 for non-profit groups. This fee is a 40% discount from the rental rate for residents.

The number of waivers approved over the years contributed to a deficit in our enterprise fund. To alleviate the deficit, the City Council approved the amount of \$15,900 as part of the fiscal year General Fund Budget to supplement the Enterprise Fund.

The City Council decided that any future fee waiver requests would need City Council approval. If a waiver request was granted, the amount of the waiver would then be transferred from the General Fund to the Enterprise Fund to cover the fee waived.

The Kiwanis Club request is for either a full waiver or partial waiver of a \$600 rental fee. The request is for the use of the community center building for the Friday night prior to the event and Saturday from 8am until approximately 1:00pm. For these dates, the rental fee would be \$600 (\$100 for the evening prior to the event).

FINANCIAL IMPACT

The financial impact to the City General Fund would be up to \$600 depending on the fee waiver approval and amount approved.

ATTACHMENT: 1- Resolution
2- Letter from Kiwanis Club

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, TO WAIVE THE FACILITY USE FEES FOR USE OF THE
COMMUNITY CENTER BY THE KIWANIS CLUB OF RIVERBANK FOR A SUPER
BOWL PANCAKE BREAKFAST FUNDRAISER AND THE APPROPRIATION OF
FUNDS TO THE ENTERPRISE FUND**

WHEREAS, It is necessary as established in the Riverbank Municipal Code for the proper and effective operation of City Government to establish, amend, or authorize fees for services in order to provide for the financial support of City Government; and

WHEREAS, From time to time, the City Council reviews the fees to ensure that they are adequately supporting the operation of the City Government; and,

WHEREAS, the foregoing waiver of fees for the Kiwanis Super Bowl Pancake Breakfast Fundraiser will take effect on February 3, 2018 by this resolution.

WHEREAS, on May 13, 2014, City Council agreed that any approved fee waivers affecting the Enterprise Fund would be reimbursed by the General Fund to cover the fees for services provided by the City; and

WHEREAS, a total cost of \$600 is the expense to the Enterprise Fund, and a transfer of funds from the General Fund to reimburse the Enterprise Fund will be made for the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the waiver of the Community Center Building rental fee of \$600 and approves the appropriation of this amount of funds from the General Fund to reimburse the Enterprise Fund.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 28th day of November, 2017; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor



KIWANIS CLUB OF RIVERBANK

P.O. Box 667

Riverbank, CA 95367

www.riverbankkiwanis.org

November 9, 2017

Mrs. Sue Fitzpatrick
Director of Parks and Recreation
City of Riverbank
6707 3rd St.
Riverbank, CA 95367

Dear Mrs. Fitzpatrick,

The Kiwanis Club of Riverbank is hopeful of being able to hold our first Super Bowl Pancake Breakfast fundraiser in 2018. The actual proposed date for the event is the Saturday prior to Super Bowl Sunday, February 3, 2018. The Kiwanis Club is a community service organization that returns all proceeds of fundraising activities back into the community. To date we have distributed hundreds of books to local Riverbank children, we sponsor a Key Club at Riverbank High School, and participate in other events within our community.

As we have no historical data we don't know how successful the event will be and would request a waiver or reduction in the cost to use the community center for our event.

Any consideration you can give would be greatly appreciated. If you need any further information please call me at (209) 345-8931.

Sincerely,

Donna King, Secretary
Kiwanis Club of Riverbank

Kiwanis is a global organization of volunteers dedicated to improving the world one child and one community at a time.

(A not-for-profit community service organization)

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	November 28, 2017
Subject:	A Resolution Approving a Memorandum of Understanding with the Riverbank Miscellaneous Employees Bargaining Unit for the term of July 1, 2017 to June 30, 2018, Regarding the Salaries, Benefits, Hours, and Other Terms and Conditions of Employment
From:	Sean Scully, City Manager
Submitted by:	Marisela H. Garcia, Assistant City Manager/Director of Finance

RECOMMENDATION

It is recommended that the City Council adopt a Resolution approving the Memorandum of Understanding between the 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 negotiating efforts of both parties. The MOU details the terms and conditions of employment for the term of July 1, 2017 through June 30, 2018.

BACKGROUND

The Miscellaneous Employees Bargaining Unit was first established in 1972. It is currently composed of 26 active employees (and two vacant positions), and includes clerical and field personnel.

In January 2017, the City contacted the Miscellaneous Employees Bargaining Unit (represented by the Laborers' International Union of North America or LIUNA) to inform them that the MOU then in effect, was set to expire on June 30, 2017. The City expressed its desire to commence good-faith labor negotiations with their bargaining team. An initial labor negotiations meeting was held in January 2017 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. Providing the group with accurate financial information was a

goal that the City wanted to achieve so that both parties could negotiate in good-faith regarding the wages, hours, and other terms and conditions of employment with the Miscellaneous Employees Bargaining Unit.

During the subsequent negotiation meetings there was significant discussions between the negotiating teams regarding proposed benefit concessions, particularly regarding health insurance. Proposed employee contributions to health care were the dominant discussion between the City and the Bargaining Unit.

The two parties were unable to reach an agreement prior to the expiration of the previous contract on June 30, 2017. On August 10, 2017 a Tentative Agreement was reached wherein the bargaining unit agreed to the following:

1. Carry over of prior agreement: The City agrees to extend the prior agreement until June 30, 2018, subject to a reopener on employee contributions towards next year's (2018) health care plan.
2. Reopener on health care: Both parties agree to reopen sections 7.01 & 7.02 of the parties MOU to discuss health insurance premium costs.

The City agreed to continue discussions regarding employee contributions to health insurance based on the 2018 rates for the Sutter Health Plus and Kaiser Programs offered by the City. The City explored various health insurance options (including an option presented by the Bargaining Unit) and determined that it will be moving from the Sutter Health Plus Bronze Plan and Kaiser Bronze Plan to the Sutter Health Plus Platinum Plan and Kaiser Platinum Plan.

On November 2, 2017 both parties reached 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. This Tentative Agreement was ratified by the employees of the Miscellaneous Bargaining Unit on November 13, 2017.

As such, the two parties are requesting that the City Council consider the approval of the July 1, 2017 – June 30, 2018 Memorandum of Understanding between the City of Riverbank and the Miscellaneous Employees Bargaining Unit.

The City and the bargaining unit will commence negotiations for a new contract beginning in February 2018.

KEY TERMS OF THE NOVEMBER 2, 2017 TENTATIVE AGREEMENT

The elements that comprise the Tentative Agreement presented for City Council consideration are as follows:

1. **Term of the agreement:** July 1, 2017 – June 30, 2018.

2. **Medical:**

For calendar year 2018 only, the City offers either the Kaiser Platinum (90 0/10 + Child Dental Alt) Health Maintenance Organization (HMO) Plan and the Sutter Health Plus Platinum (MS38) HMO Plan to eligible employees and their eligible dependents. The employees and eligible dependents will be enrolled in the plan chosen by the employee.

During the term of this agreement the City shall pay 100% of the premium cost for employees and their dependents enrolled in either plan listed above.

Employees enrolled in either plan shall be responsible for 100% of their respective annual out-of-pocket maximum. The annual out-of-pocket maximum for the plans are as follow: \$6,000 (Kaiser Platinum Plan) or \$7,000 (Sutter Platinum Plan) for family coverage and \$3,000 (Kaiser Platinum Plan) or \$3,500 (Sutter Platinum Plan) for single coverage.

3. **Compensation:** One-Time Bonus

The City agrees to provide all employees in the bargaining unit a one-time, lump-sum bonus payment of one thousand dollars (\$1,000), either as a payroll payment or as a deposit in their health savings account (HSA) to help address the cost of the out-of-pocket maximum stated above. This one-time payment is not subject to PERS and employees are responsible for any and all taxes and normal deductions from this one-time payment.

4. **Benefits:** All other benefits to remain Status Quo.

5. **All other terms:** All terms of the MOU not changed by TA's remain status quo.

OTHER MOU UPDATES/REVISIONS

Health Benefits Cap: As previously negotiated, single employees hired prior to July 1, 2005 and who have remained under single employee health insurance coverage are eligible for a \$250 stipend that can be used only towards deferred compensation, health club membership fees, PERS buybacks, AFLAC, college expenses, or United Way donations. This stipend is not eligible for a cash out. Language regarding this health benefit cap has been updated to clarify that only employees hired prior to 07/01/2005 are eligible and if that employee moves to family health coverage, the stipend will cease.

Retirement: Updated LIUNA National Industrial Pension Fund contribution rate. The updates were necessary to comply with the LIUNA Funding Rehabilitation Plan agreement dated March 23, 2011. Effective July 1, 2017 the LIUNA Pension contribution rate increased to \$1.86 per hour.

FINANCIAL IMPACT

The financial impact associated with the Tentative Agreement with the Miscellaneous Bargaining Unit for July 1, 2017 – June 30, 2018 is as follows:

	Amount
Net Insurance Savings FY 2017-18	(\$24,200)
One-Time Bonus Costs	\$26,000
Total FY 2017-18 Additional Costs	\$1,800
Future Funds Available to the City Not Otherwise allocated to Health Insurance costs	\$135,000

ATTACHMENTS

1. Resolution
2. July 1, 2017 – June 30, 2018 Memorandum of Understanding

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA,
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE RIVERBANK
MISCELLANEOUS EMPLOYEES BARGAINING UNIT FOR THE TERM OF JULY 1, 2017 TO
JUNE 30, 2018, 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 Tentative Agreement regarding salaries, benefits, hours, and other terms and conditions of employment has been approved and executed by the authorized representatives of the Riverbank Miscellaneous Employees Bargaining Unit, and the City; and

WHEREAS, the City Council of the City of Riverbank wishes to memorialize said Tentative Agreement in a Memorandum of Understanding.

NOW, THEREFORE, be it resolved that the City Council of the City of Riverbank hereby approves and ratifies the Memorandum of Understanding with the Riverbank Miscellaneous Employees Bargaining Unit, attached hereto as **Exhibit A** 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 and updates to the City of Riverbank Compensation Plan (if any) are approved.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 28th day of November , 2017; motioned by Councilmember , seconded by Councilmember , and upon roll call was carried by the following City Council vote of :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Annabelle H. Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachment: Exhibit A - Miscellaneous Employees Bargaining Unit MOU

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, 2017 – JUNE 30, 2018

**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 (1) year** term. **This MOU is retroactive to July 1, 2017 continuing through 11:59 p.m., June 30, 2018** 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 – One-Time Bonus

The City agrees to provide all employees in the bargaining unit a one-time, lump-sum bonus payment of one thousand dollars (\$1,000), either as a payroll payment or as a deposit in their health savings account (HSA) to help address the cost of the out-of-pocket stated **in Section 7.01, A of this MOU**. This one-time payment is not subject of PERS and employees are responsible for any and all taxes and normal deductions from this one-time payment.

5.02 – 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 then in affect and appended hereto as Appendix “A”.

5.03 – 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.

5.04 – 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 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 following the employee's promotion or demotion.

5.05 – 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.

5.06 – 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 §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) times 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 to recognize long term employees of the City and designed to provide eligible employees, compensation in addition to their regular base pay. Regular full-time employees eligible for longevity pay shall be paid as follows:

<u>Year of Service</u>	<u>Longevity Pay Rate</u>
10 but less than 13	2.5%
13 +	additional 2.5%

The total longevity pay increase any employee can receive during their term of employment is five percent.

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. During the term of this agreement, the City has the right to change group health benefits providers and the parties shall meet regarding any such change.

A. Medical

For calendar year 2018 only, the City offers either the Kaiser Platinum (90/10 + Child Dental Alt) Health Maintenance Organization (HMO) Plan and the Sutter Health Plus Platinum (MS38) HMO Plan to eligible employees and their eligible dependents. The employees and eligible dependents will be enrolled in the plan chosen by the employee.

During the term of this agreement the City shall pay 100% of the premium cost for employees and their dependents enrolled in either plan listed above.

Employees enrolled in either plan shall be responsible for 100% of their respective annual out-of-pocket maximum. The annual out-of-pocket maximum for the plans are as follow: \$6,000 (Kaiser Platinum Plan)

or \$7,000 (Sutter Platinum Plan) for family coverage and \$3,000 (Kaiser Platinum Plan) or \$3,500 (Sutter Platinum Plan) 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 (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

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

Employees hired prior to July 1, 2005 and who have remained enrolled in a City offered single plan for medical coverage, shall continue to receive a credit of \$250 as previously negotiated.

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, 2017 the contribution rate shall be \$1.86 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)

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 \$200.00 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)

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 Holidays - Three (3)	Employee's Choice

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.

C. 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.

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 B” 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 §10.04 et seq. Such cause may be other than cause for disciplinary action set forth in §10.02, 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 grieved 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 (§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.

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 uniforms to regular full-time employees assigned to work in the field and facility maintenance. The City will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms. The City will report the uniform allowance on an annual basis to CalPERS in June of each year. The uniform allowance amount reported to CalPERS will derive from the City's total fiscal year budgeted amount for providing and maintaining the employees' uniforms, not to exceed \$300 per year, per employee.

Rain Gear

Rain gear consisting of waterproof boots, pants, coat and hat, will be provided to all employees assigned to work in the field 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.

SIGNATURES

For the City of Riverbank

Sean Scully
City Manager

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

Dave Gorgas
Business Manager

Chris Smith
Shop Steward

Michelle Garcia
Shop Steward

Appendix A

City of Riverbank Employee Compensation Plan Effective July 1, 2017

		MONTHLY SALARY STEP				
TITLE	RNG	A	B	C	D	E
Account Clerk I	43	3,108.30	3,263.72	3,426.91	3,598.26	3,778.17
Account Clerk II	53	3,433.47	3,605.14	3,785.40	3,974.67	4,173.40
Accounting Technician	65	3,868.92	4,062.37	4,265.49	4,478.76	4,702.70
Administrative Analyst I	75	4,273.67	4,487.35	4,711.72	4,947.31	5,194.68
Administrative Assistant	66	3,907.60	4,102.98	4,308.13	4,523.54	4,749.72
Administrative Clerk	30	2,731.15	2,867.71	3,011.10	3,161.66	3,319.74
Assistant Mechanic	56	3,537.51	3,714.39	3,900.11	4,095.12	4,299.88
Assistant Planner	81	4,536.59	4,763.42	5,001.59	5,251.67	5,514.25
Associate Planner	91	5,011.21	5,261.77	5,524.86	5,801.10	6,091.16
Building Inspector I	76	4,316.42	4,532.24	4,758.85	4,996.79	5,246.63
Building Inspector II	86	4,767.99	5,006.39	5,256.71	5,519.55	5,795.53
City Mechanic	70	4,066.27	4,269.58	4,483.06	4,707.21	4,942.57
Community Development Specialist I	43	3,108.30	3,263.72	3,426.91	3,598.26	3,778.17
Community Development Specialist II	53	3,433.47	3,605.14	3,785.40	3,974.67	4,173.40
Construction Inspector I	86	4,767.99	5,006.39	5,256.71	5,519.55	5,795.53
Construction Inspector II	96	5,266.82	5,530.16	5,806.67	6,097.00	6,401.85
Deputy City Clerk	66	3,907.60	4,102.98	4,308.13	4,523.54	4,749.72
Engineer Technician I	61	3,717.95	3,903.85	4,099.04	4,303.99	4,519.19
Engineer Technician II	71	4,106.93	4,312.28	4,527.89	4,754.28	4,991.99
Facilities Maintenance Worker I	43	3,108.30	3,263.72	3,426.91	3,598.26	3,778.17
Facilities Maintenance Worker II	47	3,234.49	3,396.21	3,566.02	3,744.32	3,931.54
Housing & Economic Development Specialist I	66	3,907.60	4,102.98	4,308.13	4,523.54	4,749.72
Housing & Economic Development Specialist II	76	4,316.42	4,532.24	4,758.85	4,996.79	5,246.63
Human Services Specialist	73	4,189.49	4,398.96	4,618.91	4,849.86	5,092.35
Maintenance Worker I	37	2,928.15	3,074.56	3,228.29	3,389.70	3,559.19
Maintenance Worker II	47	3,234.49	3,396.21	3,566.02	3,744.32	3,931.54
Neighborhood Improvement Officer I	56	3,537.51	3,714.39	3,900.11	4,095.12	4,299.88
Neighborhood Improvement Officer II	66	3,907.60	4,102.98	4,308.13	4,523.54	4,749.72
Park Maintenance Worker I	37	2,928.15	3,074.56	3,228.29	3,389.70	3,559.19
Park Maintenance Worker II	47	3,234.49	3,396.21	3,566.02	3,744.32	3,931.54
Project Coordinator	76	4,316.42	4,532.24	4,758.85	4,996.79	5,246.63
Recreation Coordinator	42	3,077.51	3,231.39	3,392.96	3,562.61	3,740.74
Senior Facilities Maintenance Worker	56	3,537.51	3,714.39	3,900.11	4,095.12	4,299.88
Senior Maintenance Worker	56	3,537.51	3,714.39	3,900.11	4,095.12	4,299.88
Senior Park Maintenance Worker	56	3,537.51	3,714.39	3,900.11	4,095.12	4,299.88
Senior Wastewater Treatment Plant Operator	68	3,986.16	4,185.47	4,394.74	4,614.48	4,845.20

Senior Water Utility Worker	64	3,830.61	4,022.14	4,223.25	4,434.41	4,656.13
Transportation Coordinator	53	3,433.47	3,605.14	3,785.40	3,974.67	4,173.40
Wastewater Treatment Plant Operator I	49	3,299.51	3,464.49	3,637.71	3,819.60	4,010.58
Wastewater Treatment Plant Operator II	59	3,644.69	3,826.92	4,018.27	4,219.18	4,430.14
Wastewater Treatment Plant Operator-In-Training	43	3,108.30	3,263.72	3,426.91	3,598.26	3,778.17
Water Utility Worker I	45	3,170.75	3,329.29	3,495.75	3,670.54	3,854.07
Water Utility Worker II	55	3,502.49	3,677.61	3,861.49	4,054.56	4,257.29

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