

**MEMORANDUM
OF UNDERSTANDING**

between

THE CITY OF RIVERBANK

AND

**THE RIVERBANK MID-MANAGEMENT
EMPLOYEES ASSOCIATION**

JANUARY 1, 2026 – DECEMBER 31, 2028

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

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

SECTION 1.00 – MEMORANDUM OF UNDERSTANDING

1.01 Parties Of Understanding

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

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

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

1.02 General Conditions

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

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

1.03 Terms of Agreement

This MOU embodies all modifications on salaries, hours, employee benefits, and other terms and conditions of employment for a **three (3) year** term. **This MOU is effective January 1, 2026, continuing through 11:59 p.m., December 31, 2028**, at which time the MOU terminates.

1.04 Reopener Clause

During the term of this agreement, the City shall have the ability to reopen the terms of this agreement if either of the follow occurs:

- A) The City experiences unforeseen economic difficulties; or

- B) The City desires to change its current group health benefits provider and seeks to move to a defined employer contribution rather than the percentage based agreement.

In the event that the City reopens this agreement, the parties will be able to restart good faith negotiations regarding the terms of the agreement, including exhausting all applicable impasse procedures.

SECTION 2.00 – HOURS OF WORK

2.01 Standard Work Periods

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

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

2.02 Flexible Work Schedule

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

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

The Department Head has the sole discretion to approve, not approve and/or cancel alternative and flexible schedules. If the schedule is cancelled the employee shall be reassigned to their original work schedule. A five workday notice shall be given to the employee prior to modification or cancellation of schedule.

2.02 Exceptions to Standard Work Periods

The City Manager is hereby authorized to designate other work periods and working hours for employees when, in his/her opinion, the best interest of the City may be served by such adjustment of the standard work periods and hours. The procedure for making adjustment in the standard work periods and hours shall be consistent with the provisions of §3504.5 of the Government Code. (*Government Code Section 3504.5 provides that, except in cases of*

emergency, notice and an opportunity to meet and confer shall be given prior to enacting any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation.)

2.03 Pay Periods

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

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

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

SECTION 3.00 –SALARY AND COMPENSATION

3.01 Salary Adjustments

During the term of this agreement the City agrees to adjust salary ranges of all job classifications covered by this MOU as follows:

- Following ratification and approval of this MOU, effective the first full pay period in January 2026, the salary ranges shall be increased as provided in Appendix B to reflect a four percent (4%) cost of living adjustment (COLA).

In addition to the wage increase above, the City shall provide each employee with two (2), one-time, non-PERSable lump sum amounts in the amount of \$1,000 per employee, effective the first full pay period of January 2026, and \$1,000.00 per employee effective the first full pay period of July 2026.

- Effective in the first full pay period of January 2027 the salary ranges shall be increased as provided in Appendix C to reflect a four percent (4%) cost of living adjustment (COLA).
- Effective in the first full pay period of January 2028, the salary ranges shall be increased as provided in Appendix D to reflect a three percent (3%) cost of living adjustment (COLA).
- The City agrees to meet and confer with the Bargaining Group following the completion of the Citywide Classification and Compensation Study to discuss potential equity adjustments.

3.02 Employee Compensation Plan

An Employee Compensation Plan shall be established to provide salary schedules, salary rates, salary ranges, and steps and time intervals for salary review. Each class in the City Classification Plan shall be assigned a salary range or a rate established by the Compensation Plan. All

persons employed by the City shall be compensated in accordance with the Compensation Plan appended hereto as Appendix “B”, “C”, and “D”.

3.03 Computation of Salary

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

3.04 Application of Salary Ranges and Rates

A. Appointment

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

B. Promotion

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

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

C. Transfer

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

D. Advancement Within Salary Range

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

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

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

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

3.05 Deductions

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

3.06 Overtime Policy

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

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

Non-Standard Work Periods

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

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

A. Overtime Compensation

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

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

B. Overtime – Compensation Exception: Cheese & Wine Festival

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

3.07 Compensatory Time

A. Compensatory Time Cash-Out

Compensatory time may be “cashed out” twice a calendar year for a total of fifty (50) hours only if the employee has at least fifty (50) hours of compensatory time on the books. Cash outs will be allowed in the first full pay periods of June and December. 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.

Compensatory Time Off

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

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

3.08 Callback Compensation

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

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

3.09 On-Call Compensation

Employees assigned to on-call service shall be available and ready to work when needed for a seven (7) consecutive day period to handle situations occurring outside of standard working hours. Said employees should respond to the specified work site within a half hour.

Employees on call shall be compensated as follows: two hours per day, Monday through Saturday at the rate of one and one-half the employee’s regular rate of pay; two (2) hour double time at the employee’s regular rate of pay for Sundays and City recognized holidays (actual holiday date, not the day off work if different except if the Holiday falls on a Sunday then double-time would apply to the Monday).

Employees who are on call and called back to work for any reason shall be compensated at a minimum of two hours. Employees on call will be provided a City vehicle to take home in order to facilitate response to emergency service requests.

3.10 Attendance of Training Courses

City employees should feel free to attend training courses available during days off if they so desire. However, compensation for attendance at training courses held during days off

(weekends), vacations, or holidays, will be authorized only where employees have been directed by their Department Head to attend such.

3.11 Longevity Pay

Longevity Pay is 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>
5 but less than 10	1.5%
10 but less than 13	additional 2.5% (total of 4%)
13 but less than 20	additional 2.5% (total of 6.5%)
20 but less than 25	additional 2.5% (total of 9%)
25+	additional 2.5% (total of 11.5%)

The total longevity pay increase any employee can receive during their term of employment is eleven and a half percent (11.5%). Longevity Pay compensation shall be effective the first full pay period following the employees' eligibility criteria.

3.12 Certification Pay

The City encourages the professional development of employees and encourages employees to obtain certifications relevant to the employee's current position. Subject to prior written approval by the City Manager, the City shall provide an additional two and one-half percent (2.5%) incentive pay, for only one (1) of the following certifications:

- A. Crane Certification;
- B. Parks Equipment Certification;
- C. Water Certification;
- D. Waste Water Certification;
- E. Pesticide Applicator License Certification.
- F. Qualified Applicator Certificate (QAC)
- G. Qualified Applicator License (QAL)
- H. Notary Public Commission

3.13 Bilingual Pay

For positions designated by the City as bilingual, employees shall receive a three percent (3%) pay differential. The City retains the ability to unilaterally designate or remove bilingual pay. The City's decision to designate or not designate is not appealable or subject the grievance process. In order for employees to receive bilingual pay they must be certified as bilingual in both written and oral communication. Bilingual pay does not count as an incentive pay for the cap in section 3.12.

SECTION 4.00 – PROBATIONARY PERIOD

4.01 Probationary Period

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

4.02 Objective of Probationary Period

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

4.03 Rejection of Probationer

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

4.04 Rejection Following Promotion

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

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

SECTION 5.00 – BENEFITS

5.01 Health Benefits

During the term of this MOU the City shall continue to provide group health benefits to employees covered by this MOU and their eligible dependents as provided below. As used in this section group health benefits shall include medical, dental and vision insurance. During the term of this agreement, the City reserves the right to change group health benefits providers and the parties shall meet regarding any such change.

A. Medical

The City currently offers two medical insurance plans, one through Kaiser Permanente and the other through Health Net, to eligible employees and their eligible dependents. The employee and their eligible dependents will be enrolled in the medical plan chosen by the employee.

Employee Contributions

Employees covered by this MOU shall be responsible for fifteen (15%) percent of the monthly premiums.

General Information

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.

Employees enrolled in either plan shall be responsible for 100% of their respective annual out-of-pocket and co-pay costs as required by the medical insurance plan.

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

Medical Insurance Allowance

Any employee covered by this MOU who has medical insurance coverage through their spouse, or who has medical insurance coverage as an eligible dependent of a person employed elsewhere, may request that their medical plan coverage as an employee of the City be terminated. This waiver option is not applicable if the employee's spouse is also employed by the City of Riverbank.

Those employees who waive the medical insurance coverage shall be eligible to receive a taxable cash payment in the amount of \$350.00 per month. To participate in this program, the employee shall sign a waiver, provided by the City, and provide proof of other medical insurance coverage which shall be provided to the Human Resources Department. Once coverage is waived the employee can only reenroll in the City medical insurance plan during open enrollment or as allowed by law. (Eff_07/01/07)

B. Dental

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

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.

C. Vision

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

The effective date of coverage for new employees shall be the first of the month following a thirty-day waiting period, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the

last day of the month in which the employee is on paid status prior to separation from employment with the City.

5.02 Health Benefits CAP

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

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

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

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

5.03 PERS Retirement

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

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

During the term of this agreement employees covered by this MOU shall contribute the full PERS member contribution rate, as determined by PERS based on the employee's retirement tier and salary, and 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.

PERS Advisory Retirement Committee

During the course of this agreement, the City will create an Advisory Committee to discuss and potentially address the City's ongoing retirement liability. The Association will be provided a seat on the Committee.

5.04 Life Insurance

Subject to the terms and conditions of the City's contract with the provider the City shall provide term life insurance coverage for the eligible employees in a total policy amount of one hundred thousand dollars (\$100,000). This policy also provides accidental death and dismemberment benefit for the employee in an amount not to exceed one hundred thousand dollars (\$100,000). The City shall pay all premiums for such policy during the term of the agreement. (eff. 01/01/2026)

In accordance with Internal Revenue Service (IRS) regulations, the value of employer-paid life insurance coverage in excess of fifty thousand dollars (\$50,000) shall be treated as a taxable fringe benefit. The imputed value of the excess coverage will be reported on the employees' annual Form W-2. No payroll tax withholdings will be deducted from the employee's paycheck for this imputed amount.

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

5.05 Employee Assistance Program

The City shall provide an Employee Assistance Program (EAP) to all eligible employees and their dependents. Counseling and support services are available as outlined in the current EAP plan. The scope and number of sessions may vary and are subject to change based on the terms of the EAP provider.

5.06 Deferred Compensation

The City contracts with ICMA Retirement Corporation to offer a deferred compensation plan. Subject to the terms and conditions of ICMA on a voluntary basis eligible employees may defer a portion of their salary into his/her account until the employee's retirement, permanent disability, death, or as allowed by ICMA. For participating employees covered by this MOU the City shall match the employee's contribution in an amount not to exceed **\$125.00** per pay-period, provided that the employee is contributing at least **\$125.00** per pay-period.

5.07 LIUNA National (Industrial) Pension Fund

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

- Effective July 1, 2019 the contribution rate shall be \$2.26 per hour.
- The contribution rate may be subject to change based on the determination of the National Industrial Pension Fund.
- Contributions shall be paid monthly to the LIUNA National (Industrial) Pension Fund.

- The monthly contributions are based on the hours an employee is on paid status up to 40 hours per week. The amount shall be prorated for employees working less than forty (40) hours weekly.
- The City shall not make contributions for hours in excess of forty hours per week.

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

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

SECTION 6.00 – REIMBURSEMENTS

6.01 Tuition Reimbursement

The City shall reimburse regular full-time employees expenses incurred for tuition, textbooks, admission fees not to exceed \$2,500 per fiscal year and the cost of other required course materials provided the following conditions are met:

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

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

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

6.02 Mileage Reimbursement

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

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

6.03 Safety Boots Reimbursement

Annually, eligible employees shall be reimbursed for the cost of safety boots, socks, insoles, laces, boot protectant . Such reimbursement shall not exceed \$350.00 per fiscal year. Probationary employees may receive reimbursement for safety boots not to exceed \$350.00. Employees may purchase safety boots on a City account so long as there is preapproval from the Department Head and Assistant Finance Director on a form to be provided by the Finance Department. Office employees are not eligible for this benefit.

6.04 Personal Property Reimbursement

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

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

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

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

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

SECTION 7.00 – LEAVES OF ABSENCE

7.01 Attendance

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

7.02 Sick Leave

A. Statement of Policy

Sick leave is a legally protected benefit provided to employees for qualifying purposes under California law. Employees may use accrued sick leave for the diagnosis, care, or treatment of an existing health condition, or for preventive care, for themselves or a qualifying family member. Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking.

Qualifying family members include a spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, or a designated person. If an employee does not have a designated person on file, they may make a designation at the time sick leave is requested.

Sick leave is not a discretionary privilege and shall not be unreasonably denied. Employees are encouraged to use sick leave responsibly and to provide notice when foreseeable.

B. Eligibility

Regular and probationary employees shall be eligible to accrue sick leave and may begin using accrued leave after their 30th day of employment in accordance with state law.

In order to receive compensation while absent on sick leave, the employee shall notify their department as early as possible, ideally at the beginning of the workday. For absences longer than three (3) consecutive working days, a physician's certificate may be required. At the City's direction and expense, the employee may also be required to provide certification that they are medically able to return to work after such an absence.

Sick leave may not be granted for an illness occurring during any leave of absence other than sick leave, except in cases where the employee is hospitalized during vacation leave. In such cases, sick leave may be substituted for vacation leave upon verification of hospitalization.

C. Accrual

Sick leave shall be accrued at the rate of eight (8) hours per month for all City employees. There shall be no maximum cap on the total amount of sick leave that may be accrued.

D. Deductions

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

- 1) Sick leave shall be charged at the rate of one (1) hour for each hour of absence due to illness, with a minimum of one hour charged. Full-day absences shall be charged according to the employee's regularly scheduled workday. For example, employees on a 9/80 schedule who are scheduled to work nine (9) hours on the day of absence will be charged nine (9) hours of sick leave unless otherwise approved by the City Manager.
- 2) If an employee is scheduled to work on a City holiday and reports absent due to illness, sick leave shall be charged appropriately, and holiday credit shall be accrued..
- 3) Sick leave may be used up to the full amount accrued. Once sick leave is exhausted, the employee will no longer receive compensation for sick leave absences unless other leave benefits apply.

E. Depletion of Sick Leave Benefits

Upon exhaustion of accrued sick leave due to illness or injury, and with the recommendation of the Department Head, an employee may request an unpaid medical leave of absence for a period not to exceed sixty (60) calendar days. If the employee is unable to return at the end of this period, they may request an extension subject to the approval of the Chief Personnel Officer.

During any extended medical leave, the employee must notify the City every thirty (30) days of their intent to return to work. If additional leave is not granted or the employee fails to return, the employee's service with the City shall be considered terminated.

F. Forfeiture Upon Termination

Accumulated sick leave shall be forfeited upon separation from City employment, whether voluntary or involuntary, including retirement. However, unused sick leave may be used toward service credit in accordance with CalPERS regulations, if applicable.

G. Cash-Out

Employees covered by this MOU may cash out twenty-five (25) hours of unused annual sick leave per fiscal year if the following conditions are met:

- The employee has a minimum balance of 200 hours in their sick leave bank as of June 30;
- The employee has not used more than forty (40) hours of sick leave in the prior fiscal year.
- The employee is only eligible to cash out twenty-five (25) of hours accrued within that fiscal year.

7.03 Vacation

A. Use of Vacation

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

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

B. Eligibility

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

C. Vacation Accrual

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

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

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

D. Holidays Falling During Vacation

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

E. Vacation at Termination

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

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

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

F. Vacation and Military Leave

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

G. Vacation Cash Out

Employees covered by this MOU may cash out a maximum of forty (40) hours of accrued vacation leave once per fiscal year. Vacation cash out shall only be requested during the first full pay period in July of each fiscal year. To be eligible for vacation cash out the following criteria must be met:

- Vacation cash out must be done in forty (40) hour increments.
- Employee must have taken a minimum of thirty six (36) hours of consecutive vacation leave the prior fiscal year.
- After cash out the employee's accrued vacation leave balance must be a minimum of 250 hours.

7.04 Paid Holidays

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

<u>Paid Holiday</u>	<u>Date</u>
1. New Year's Day	January 1 st
2. Martin Luther King Day	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4 th
6. Labor Day	1 st Monday in September
7. Veteran's Day	November 11
8. Thanksgiving Day	4 th Thursday in November
9. Day After Thanksgiving	4 th Friday in November
10. Christmas Eve	December 24
11. Christmas Day	December 25
12. New Year's Eve	December 31
13. Floating Holiday – Three (3)	Employee's Choice
14. Juneteenth (Effective 2023)	June 19

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

B. Compensation for Work on Paid Holidays

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

7.05 Management Floating Holiday

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

7.06 Mid-Management Exempt Leave

Exempt employees covered by this MOU shall be entitled to fifty-six (56) hours of mid-management exempt leave per fiscal year. Unused mid-management exempt leave cannot be carried over from one fiscal year to the next, it must be used during the fiscal year in which it is earned. Unused mid-management exempt leave cannot be cashed-out.

7.07 Bereavement Leave

In accordance with California law, AB 1949 effective January 1, 2023, employees are eligible for bereavement leave if they have been employed for at least thirty (30) days

before the leave commences. In the event of a death in the employee's family, a regular employee may request up to five (5) days of bereavement leave. Of these, only three (3) days shall be paid. After the three (3) paid bereavement days are used, employees may elect to use accrued leave balances such as vacation, floating holidays, or compensatory time to remain in paid status. Bereavement leave must be completed within three (3) months of the date of death.

For the purposes of this section and in compliance with California law, "family" includes the employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. In addition, for purposes of this MOU, "family" also includes current brothers- and sisters-in-law, and a close relative residing in the employee's household. Leave without pay may be granted to a regular employee for the death of family members not defined above, in accordance with §7.14.

7.08 Workers' Compensation Leave

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

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

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

7.09 Military Leave

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

7.10 Family Leave Acts

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

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

Leave may only be taken for the following reasons:

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

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

7.11 Pregnancy Disability Leave

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

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

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

7.12 Employee's Time Off to Vote

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

7.13 Jury Duty and Subpoenas Leave

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

7.14 Leave of Absence Without Pay

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

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

7.15 Absence Without Leave

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

SECTION 8.00 – PERSONNEL PRACTICES

8.01 Performance Appraisals

A. Regular Employee

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

B. Probationary Employee

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

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

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.

8.02 Transfers

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

8.03 Promotions

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

8.04 Demotions

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

8.05 Reinstatement

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

8.06 Terminations

A. Resignation

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

B. Lack of Work or Funds

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

In any such reduction in personnel caused by lack of work or funds, seniority shall be observed, except in supervisory or management positions. The order of termination shall be in the reverse order of total cumulative time the employee has served in municipal service.

Supervisory or management employees shall be eligible for lower rated positions based upon their seniority but non-supervisory or non-management personnel may not take supervisory or management positions solely based upon seniority.

For the purpose of determining termination, total cumulative time shall include the employee's time served in probation and regular status, and time 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 §9.04 et se. Such cause may be other than cause for disciplinary action set forth in §9.02, et seq. and may include, but not be limited to, inefficiency and incompetency.

8.07 Reappointments

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

SECTION 9.00 – DISCIPLINARY PROCEEDINGS

9.01 Disciplinary Action; Definition

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

9.02 Causes For Disciplinary Action

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

- a) Fraud in securing appointment.
- b) Inexcusable neglect of duty.
- c) Insubordination.
- d) Dishonesty.
- e) Drunkenness on duty.
- f) Inefficiency.
- g) Addiction to the use of controlled substances.
- h) Inexcusable absence without leave.
- i) Conviction of a felony, or conviction of a misdemeanor, involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offence involving moral turpitude is deemed to be a conviction within the meaning of this Section.
- j) Immorality.
- k) Discourteous treatment of the public or other employees.
- l) Improper political activity as defined by State Law.

- m) Repeated violation of safety procedures.
- n) Misuse of City property.
- o) Violation of any of the provisions of these working Rules and Regulations or departmental rules and regulations.
- p) Other failure of good behavior either during or outside of duty hours which is of such a nature that causes discredit to the City.
- q) Refusal to take or subscribe to any oath or affirmation, which is required by law in connection with his/her employment.
- r) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, mental disability, physical disability, marital status, sex, or age, against the public or other employees while acting in the capacity of a District employee.
- s) Unlawful retaliation against any other District Officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Attorney General, or any other appropriate authority, any facts or information related to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

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

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

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

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

9.04 Right Of Appeal: Form

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

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

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

9.05 Hearing

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

9.06 Representation

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

9.07 Notices To Witnesses: Cost

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

9.08 Failure Of Employee To Appear At Hearing

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

9.09 Decisions

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

In cases involving suspending an employee for more than three (3) days or discharging an employee, a copy of such decision shall be forwarded to the employee and the association on behalf of the employee may, within ten (10) working days after receipt of written notice of the Chief Personnel Officer's decision, give notice to the Chief Personnel Officer that the association representing the 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.

9.10 Effect Of Certain Disciplinary Actions

- A. Oral reprimand. Employee receiving an oral reprimand may have it noted in their departmental record by the Department Head.
- B. Written reprimand. Employees receiving a written reprimand shall have a copy of the reprimand filed in their permanent record for future reference. Each employee's permanent record is his/her personnel jacket kept in the Chief Personnel Officer's Office
- C. Disciplinary Probation. Employees placed on disciplinary probation shall not accrue earned time for salary review while on such probation.
- D. Suspension. Employees suspended from the municipal service shall forfeit all rights, privileges, and salary while on such suspension with the exception of group health and life insurance benefits.
- E. Discharge. Employees terminated pursuant to §8.06 C of this MOU shall be paid salary accumulated to the effective date of termination only, and shall be paid for accumulated vacation, accumulated compensatory time, and paid days in lieu of holidays.

SECTION 10.00 – GRIEVANCE PROCEDURES

10.01 Purpose

Grievance procedures for employees are provided herein:

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

10.02 Matters Subject to Grievance Procedure

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

10.03 Informal Grievance Procedure

An employee should first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor without undue delay. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision. If the

employee is not in agreement with the decision reached through such discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her superior or superiors. An informal grievance shall not be taken above the Department Head.

10.04 Formal Grievance Procedure

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

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

10.05 Conduct Of Grievance Procedure

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

SECTION 11.00 – EMPLOYER – EMPLOYEE RELATIONS

11.01 Purpose

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

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

Nothing contained in this Section shall be deemed to supersede the provisions of existing State Law and the Ordinances and Rules and Regulations of the City of Riverbank which establish and

regulate a merit personnel system or which provide for other methods of administering employer-employee relationships.

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

11.02 Definitions

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

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

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

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

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

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

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

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

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

- 1) Formal Recognition which is the right to meet and confer in good faith as the conference representative in a representational unit; or
- 2) Informal Recognition which is the right to consultation in good faith by all recognized employee organizations.
- 3) Representational Unit shall mean a unit as established by §11.03(B) of this Section.

11.03 Designation and Recognition of Bargaining Representative

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

A recognized employee organization shall remain representative of a particular unit for a minimum of one full calendar year and no other organization shall represent employees of the representation unit during that time with regard to matters within the scope of representation as set forth herein.
- F. In cases where there is no recognized employee organization for an employee representational unit, an organization elected by representational unit, shall become the formally recognized employee organization and bargaining representative on the day such organization is formally recognized by the City Council.

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

11.04 Bargaining Procedure

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

11.05 Scope of Representation

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

11.06 Rights and Duties of Conference Representatives and Recognized Employee Organizations

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

11.07 No Discrimination

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

11.08 Classifications Restricted from Representing Recognized Employee Organizations

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

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

11.09 Savings Clause

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

11.10 – Association Orientation

Every 120 days starting January 1, the City shall provide the Association with a roster of current bargaining unit employees, identifying whether they are Association member. The City will provide two business days' notice prior to the orientation of a new bargaining unit employee.

SECTION 12.00 – MISCELLANEOUS PROVISIONS

12.01 Outside Employment

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

12.02 Uniforms

The City shall provide and maintain 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.

12.03 Contracting Unit Work

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

12.04 AI/Automation

The City agrees to provide advance written notice to the Union in the event that the City plans to implement AI or automation that would eliminate bargaining unit work.

SECTION 13.00 – AGREEMENT

13.01 Entire Agreement

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

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

13.02 Severability of Provisions

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

13.03 Modifications, Amendments and Revisions

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

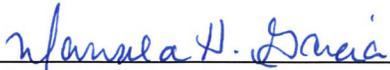
13.04 Ratification

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

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SIGNATURES

For the City of Riverbank



Marisela H. Garcia
City Manager

For the Riverbank Mid-Management
Employees Association



Chris Smith, President
RMMEA



Beckie Robbins, Secretary
RMMEA



Antonio Arguelles
Labor Representative

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Appendix A

City of Riverbank
Position Classifications and Salary Ranges

<u>Classification Title</u>	<u>Salary Range</u>
Accountant	125
Assistant Finance Director	166
Administrative Analyst II	128
Administrative Assistant/Confidential	111
Building Official	155
Capital Projects/Regulatory Compliance Manager	179
City Clerk	161
City Planner	174
Human Resources Specialist	108
Human Resources Analyst	146
Human Services Specialist/Administrative Analyst II	128
Park & Facilities Maintenance Supervisor	132
Planning & Building Manager	176
Public Works Superintendent	169
Public Works Supervisor	132
Recreation Supervisor	125
Senior Building Inspector	140
Senior Construction Inspector	155
Senior Community Development Specialist	122
Senior Management Analyst	146
Senior Neighborhood Improvement Officer	122
Senior Planner	141
Senior Project Coordinator	128
Wastewater Treatment Plant Supervisor	132
Water Supervisor	132

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Appendix B

City of Riverbank
Employee Compensation Plan
Effective January 9, 2026

Classification	Range	MONTHLY SALARY STEPS				
		A	B	C	D	E
Accountant	125	6,243.91	6,556.11	6,883.92	7,228.12	7,589.53
Assistant Finance Director	166	9,389.34	9,858.81	10,351.75	10,869.34	11,412.81
Administrative Analyst II	128	6,433.13	6,754.79	7,092.53	7,447.16	7,819.52
Administrative Assistant/Confidential	111	5,431.98	5,703.58	5,988.76	6,288.20	6,602.61
Building Official	155	8,415.88	8,836.67	9,278.50	9,742.43	10,229.55
Capital Projects & Regulatory Compliance Manager	179	10,685.91	11,220.21	11,781.22	12,370.28	12,988.79
City Clerk	161	8,933.59	9,380.27	9,849.28	10,341.74	10,858.83
City Planner	174	10,167.28	10,675.64	11,209.42	11,769.89	12,358.38
Human Resources Analyst	146	7,694.96	8,079.71	8,483.70	8,907.89	9,353.28
Human Resources Specialist	108	5,272.24	5,535.85	5,812.64	6,103.27	6,408.43
Human Services Specialist /Administrative Analyst II	128	6,433.13	6,754.79	7,092.53	7,447.16	7,819.52
Parks & Facilities Maintenance Supervisor	132	6,694.32	7,029.04	7,380.49	7,749.51	8,136.99
Planning & Building Manager	176	10,371.65	10,890.23	11,434.74	12,006.48	12,606.80
Public Works Superintendent	169	9,673.84	10,157.53	10,665.41	11,198.68	11,758.61
Public Works Supervisor	132	6,694.32	7,029.04	7,380.49	7,749.51	8,136.99
Recreation Supervisor	125	6,243.91	6,556.11	6,883.92	7,228.12	7,589.53
Senior Building Inspector	140	7,248.99	7,611.44	7,992.01	8,391.61	8,811.19
Senior Construction Inspector	155	8,415.88	8,836.67	9,278.50	9,742.43	10,229.55
Senior Community Development Specialist	122	6,060.29	6,363.30	6,681.47	7,015.54	7,366.32
Senior Management Analyst	146	7,694.96	8,079.71	8,483.70	8,907.89	9,353.28
Senior Neighborhood Improvement Officer	122	6,060.29	6,363.30	6,681.47	7,015.54	7,366.32
Senior Planner	141	7,321.50	7,687.58	8,071.96	8,475.56	8,899.34
Senior Project Coordinator	128	6,433.13	6,754.79	7,092.53	7,447.16	7,819.52
Waste Water Treatment Plant Supervisor	132	6,694.32	7,029.04	7,380.49	7,749.51	8,136.99
Water Supervisor	132	6,694.32	7,029.04	7,380.49	7,749.51	8,136.99

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Appendix C

**City of Riverbank
Employee Compensation Plan
Effective January 8, 2027**

Classification	Range	MONTHLY SALARY STEPS				
		A	B	C	D	E
Accountant	125	6,493.67	6,818.35	7,159.27	7,517.23	7,893.09
Assistant Finance Director	166	9,764.91	10,253.16	10,765.82	11,304.11	11,869.32
Administrative Analyst II	128	6,690.46	7,024.98	7,376.23	7,745.04	8,132.29
Administrative Assistant/Confidential	111	5,649.26	5,931.72	6,228.31	6,539.73	6,866.72
Building Official	155	8,752.52	9,190.15	9,649.66	10,132.14	10,638.75
Capital Projects & Regulatory Compliance Manager	179	11,113.35	11,669.02	12,252.47	12,865.09	13,508.34
City Clerk	161	9,290.93	9,755.48	10,243.25	10,755.41	11,293.18
City Planner	174	10,573.97	11,102.67	11,657.80	12,240.69	12,852.72
Human Resources Analyst	146	8,002.76	8,402.90	8,823.05	9,264.20	9,727.41
Human Resources Specialist	108	5,483.13	5,757.29	6,045.15	6,347.41	6,664.78
Human Services Specialist /Administrative Analyst II	128	6,690.46	7,024.98	7,376.23	7,745.04	8,132.29
Parks & Facilities Maintenance Supervisor	132	6,962.09	7,310.19	7,675.70	8,059.49	8,462.46
Planning & Building Manager	176	10,786.52	11,325.85	11,892.14	12,486.75	13,111.09
Public Works Superintendent	169	10,060.79	10,563.83	11,092.02	11,646.62	12,228.95
Public Works Supervisor	132	6,962.09	7,310.19	7,675.70	8,059.49	8,462.46
Recreation Supervisor	125	6,493.67	6,818.35	7,159.27	7,517.23	7,893.09
Senior Building Inspector	140	7,538.95	7,915.90	8,311.70	8,727.29	9,163.65
Senior Construction Inspector	155	8,752.52	9,190.15	9,649.66	10,132.14	10,638.75
Senior Community Development Specialist	122	6,302.70	6,617.84	6,948.73	7,296.17	7,660.98
Senior Management Analyst	146	8,002.76	8,402.90	8,823.05	9,264.20	9,727.41
Senior Neighborhood Improvement Officer	122	6,302.70	6,617.84	6,948.73	7,296.17	7,660.98
Senior Planner	141	7,614.36	7,995.08	8,394.83	8,814.57	9,255.30
Senior Project Coordinator	128	6,690.46	7,024.98	7,376.23	7,745.04	8,132.29
Waste Water Treatment Plant Supervisor	132	6,962.09	7,310.19	7,675.70	8,059.49	8,462.46
Water Supervisor	132	6,962.09	7,310.19	7,675.70	8,059.49	8,462.46

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Appendix D

**City of Riverbank
Employee Compensation Plan
Effective January 7, 2028**

Classification	Range	MONTHLY SALARY STEPS				
		A	B	C	D	E
Accountant	125	6,688.48	7,022.90	7,374.05	7,742.75	8,129.89
Assistant Finance Director	166	10,057.86	10,560.75	11,088.79	11,643.23	12,225.39
Administrative Analyst II	128	6,891.17	7,235.73	7,597.52	7,977.40	8,376.27
Administrative Assistant/Confidential	111	5,818.74	6,109.68	6,415.16	6,735.92	7,072.72
Building Official	155	9,015.10	9,465.86	9,939.15	10,436.11	10,957.92
Capital Projects & Regulatory Compliance Manager	179	11,446.75	12,019.09	12,620.04	13,251.04	13,913.59
City Clerk	161	9,569.66	10,048.14	10,550.55	11,078.08	11,631.98
City Planner	174	10,891.19	11,435.75	12,007.54	12,607.92	13,238.32
Human Resources Analyst	146	8,242.84	8,654.98	9,087.73	9,542.12	10,019.23
Human Resources Specialist	108	5,647.62	5,930.00	6,226.50	6,537.83	6,864.72
Human Services Specialist /Administrative Analyst II	128	6,891.17	7,235.73	7,597.52	7,977.40	8,376.27
Parks & Facilities Maintenance Supervisor	132	7,170.95	7,529.50	7,905.98	8,301.28	8,716.34
Planning & Building Manager	176	11,110.12	11,665.63	12,248.91	12,861.36	13,504.43
Public Works Superintendent	169	10,362.61	10,880.74	11,424.78	11,996.02	12,595.82
Public Works Supervisor	132	7,170.95	7,529.50	7,905.98	8,301.28	8,716.34
Recreation Supervisor	125	6,688.48	7,022.90	7,374.05	7,742.75	8,129.89
Senior Building Inspector	140	7,765.12	8,153.38	8,561.05	8,989.10	9,438.56
Senior Construction Inspector	155	9,015.10	9,465.86	9,939.15	10,436.11	10,957.92
Senior Community Development Specialist	122	6,491.78	6,816.37	7,157.19	7,515.05	7,890.80
Senior Management Analyst	146	8,242.84	8,654.98	9,087.73	9,542.12	10,019.23
Senior Neighborhood Improvement Officer	122	6,491.78	6,816.37	7,157.19	7,515.05	7,890.80
Senior Planner	141	7,842.79	8,234.93	8,646.68	9,079.01	9,532.96
Senior Project Coordinator	128	6,891.17	7,235.73	7,597.52	7,977.40	8,376.27
Waste Water Treatment Plant Supervisor	132	7,170.95	7,529.50	7,905.98	8,301.28	8,716.34
Water Supervisor	132	7,170.95	7,529.50	7,905.98	8,301.28	8,716.34