



AGENDA
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
JUNE 1, 2011

CALL TO ORDER: 5:30 p.m.

ROLL CALL: Mayor Berwin Hanna
Mayor Pro Tem Kevin Bash
Council Member Kathy Azevedo
Council Member Greg Newton
Council Member Harvey C. Sullivan

THE CITY COUNCIL/CRA WILL RECESS TO CLOSED SESSION (§54954) TO CONSIDER MATTERS:

§54957.6 – Conference with Labor Negotiator

Negotiating Parties: City Manager Groves and Deputy City
Manager/Director of Finance Okoro

Employee Organization: Norco Battalion Chiefs Association
Norco Firefighters Association
Norco General Employees Association
Norco Public Works & Parks Maintenance
Workers Association
Management
Middle Management, Professional and
Confidential Service

RECONVENE PUBLIC SESSION: 7:00 p.m.

REPORT OF ACTION(S) TAKEN IN CLOSED SESSION (§54957.1): City Attorney

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Bash

INVOCATION: Assembly of God – Beacon Hill
Pastor Rene Parish

PRESENTATION: WRCOG Assembly Bill 811 Presentation
*Rick Bishop, Executive Director, and
Barbara Spoonhour, Program Manager*

REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:

1. **CRA CONSENT CALENDAR ITEMS:** *(All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Agency, any public comments on any of the Consent Items will be heard. There will be no separate action unless Members of the Agency Board request specific items be removed from the Consent Calendar)*
 - A. **CRA Minutes:**
Regular Meeting of May 18, 2011
Special Meeting of May 18, 2011
Recommended Action: Approve the CRA Minutes (City Clerk)
 - B. Acceptance of Bids and Award of Contract for the City of Norco Animal Shelter Expansion Project. **Recommended Action: Award of base bid with Add Alternate 1 for the City of Norco Animal Shelter Expansion Project to Hamel Contracting, Inc. in the amount of \$1,364,480 and authorize the Executive Director to approve contract change orders up to 10 percent of the original contract amount.** (Director of Parks, Recreation & Community Development)
2. **OTHER CRA MATTERS:**

ADJOURNMENT OF CRA:

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

3. **CITY COUNCIL CONSENT CALENDAR ITEMS:** *(All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Council, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Council or the audience request specific items be removed from the Consent Calendar. Items removed from the Consent Calendar will be separately considered under Item No. 4 of the Agenda)*
 - A. **City Council Minutes:**
Special Meeting of May 24, 2011
Regular Meeting of May 18, 2011
Special Meeting of May 18, 2011
Recommended Action: Approve the City Council Minutes (City Clerk)

- B. Resolutions Calling the 2011 General Municipal Election. **Recommended Actions: Adopt a) Resolution No. 2011-___, requesting the Board of Supervisors of the County of Riverside consent to the conduction of the November 8, 2011 General Municipal Election in the City of Norco by the County of Riverside Registrar of Voters; b) Resolution No. 2011-___, calling and giving notice of the General Municipal Election; and c) Resolution No. 2011-___, adopting regulations for the candidates for elective office.** (City Clerk)
- C. Approval of Salary and Benefits Resolutions for Management; Middle Management, Professional and Confidential Employees; and Approval of an Amendment to the City Manager Employee Agreement for Fiscal Year 2011-12 to Implement Employee's Paying Four Percent (4%) of the Employee's Contribution Rates Toward Retirement through the CalPERS Retirement System. **Recommended Actions: a.) Adopt Resolution No. 2011-___, approving the Annual Salary and Benefits for Management personnel; b.) Adopt Resolution No. 2011-___, approving the Annual Salary and Benefits for Middle Management, Professional and Confidential Service personnel; c.) Adopt Resolution No. 2011-___, approving the Employer Paid Member contributions' and d.) Approve an Amendment to the City Manager's Employment Agreement.** (City Manager/Deputy City Manager/Director of Finance)
- D. Approval of a Memorandum of Understanding between the Public Works and Parks Maintenance Workers Association and the City of Norco for Fiscal Year 2011-2012. **Recommended Action: a.) Approve the Memorandum of Understanding for Public Works and Parks Maintenance Workers Association for Fiscal Year 2011-2012 and b.) Adopt Resolution No. 2011-___, approving the Employer Paid Member contributions.** (City Manager/Deputy City Manager/Director of Finance)
- E. Approval of a Memorandum of Understanding between the Norco Firefighters Association and the City of Norco for Fiscal Year 2011-2012. **Recommended Action: Approve the Memorandum of Understanding for the Norco Firefighters Association for Fiscal Year 2011-2012.** (City Manager/Deputy City Manager/Director of Finance)
- F. Ratification of an Expenditure for Sewer Collection System Maintenance and Cleaning Services provided by National Plant Services, Inc. **Recommended Action: Staff recommends that the City Council ratify an expenditure in the amount of \$77,512.11 for sewer collection system maintenance and cleaning services provided by National Plant Services, Inc.** (Director of Public Works)

- G. Approval to Restructure the Norco Beautification Committee. **Recommended Action: Adopt Resolution No. 2011-___, disbanding the Council-appointed Joint City-Chamber of Commerce Beautification Committee and approve City Manager appointments of community representatives to serve on committees in order to assist City staff with community events sponsored by the City. (City Clerk)**

- 4. ITEM(S) PULLED FROM CITY COUNCIL CONSENT CALENDAR:
- 5. PUBLIC COMMENTS OR QUESTIONS - THIS IS THE TIME WHEN PERSONS IN THE AUDIENCE WISHING TO ADDRESS THE CITY COUNCIL REGARDING MATTERS NOT ON THE AGENDA MAY SPEAK. PLEASE BE SURE TO COMPLETE THE CARD IN THE BACK OF THE ROOM AND PRESENT IT TO THE CITY CLERK SO THAT YOU MAY BE RECOGNIZED.
- 6. OTHER MATTERS – COUNCIL:
- 7. OTHER MATTERS – STAFF:
- 8. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office, (951) 270-5623. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

Staff reports are on file in the Office of the City Clerk. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be available for public inspection at the City Clerk's Counter in City Hall located at 2870 Clark Avenue.

/bj-77967



MINUTES
CITY OF NORCO
SPECIAL MEETING
CONFERENCE ROOMS "A" & "B"
NORCO CITY HALL – 2870 CLARK AVENUE
NORCO, CA 92860
MAY 24, 2011

1. CALL TO ORDER: Mayor Hanna called the Special Meeting to order at 2:05 p.m.
2. ROLL CALL: Mayor Berwin Hanna, **Present**
Mayor Pro Tem Kevin Bash, **Present**
Council Member Kathy Azevedo, **Present**
Council Member Greg Newton, **Present**
Council Member Harvey C. Sullivan, **Present**
3. PLEDGE OF ALLEGIANCE: Council Member Newton
4. PUBLIC COMMENTS OR QUESTIONS: No public comments or questions received.
5. THE CITY COUNCIL/CRA RECESSED TO CLOSED SESSION (§54954) TO CONSIDER MATTERS:

§54957.6 – Conference with Labor Negotiator

Negotiating Parties: City Manager Groves and Deputy City Manager/Director of Finance Okoro

Employee Organization: Norco Battalion Chiefs Association
Norco Firefighters Association
Norco General Employees Association
Norco Public Works & Parks Maintenance Workers Association
Management
Middle Management, Professional and Confidential Service

6. REPORT OF ACTION(S) TAKEN IN CLOSED SESSION (§54957.1): No reportable actions.
7. ADJOURNMENT: There being no further business to come before the City Council, Mayor Hanna adjourned the Special Meeting at 3:45 p.m.

BRENDA K. JACOBS, CMC
CITY CLERK



MINUTES
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
SPECIAL MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
MAY 18, 2011

1. CALL TO ORDER: Mayor Hanna called the Special Meeting to order at 4:03 p.m.
2. ROLL CALL: Mayor Berwin Hanna, **Present**
Mayor Pro Tem Kevin Bash, **Present**
Council Member Kathy Azevedo, **Present**
Council Member Greg Newton, **Present**
Council Member Harvey C. Sullivan, **Present**
3. PUBLIC COMMENTS OR QUESTIONS: No public comments or questions received
4. WORKSHOP TO DISCUSS THE FISCAL YEAR 2011-2012 CITY AND NORCO REDEVELOPMENT AGENCY OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGETS.

City Manager Groves stated that the presentation is a follow-up from the May 4th Budget Workshop and is another step in the budget process.

Deputy City Manager/Director of Finance Okoro presented the proposed reductions and identified additional revenues as an attempt to balance the General Fund budget as follows:

Initial Budget Shortfall	\$ (3,383,308)
Reductions Through Staff Budget Review Process	233,000
Estimated Shortfall After Staff Budget Review from May 4, Workshop	(3,150,308)
Adjustments Since May 4, Workshop:	
Reimbursement for Plan Check	70,000
Equipment Replacement Funding Reduction	100,000
City Attorney Services	20,000
Post Retirement Health Insurance Funding Reduction	300,000
Loss of Supplemental Law Enforcement Grant Funding	(100,000)
Reduction to Senior Citizens	13,553
Other Reductions	14,654
Total Adjustments Since May 4 Workshop	418,207
Estimated Shortfall May 18, 2011	<u>\$ (2,732,101)</u>

Adjustments Pending Actions

Estimated Shortfall Before Pending Actions	(2,732,101)
Fire Department Budget Reduction	\$ 1,000,000
Police Department Reduction	950,000
Change in Law Enforcement Contract Rate	80,000
General Employee Salary & Benefits Reduction	79,000
Total Pending Adjustments	<u>2,109,000</u>
Estimated Shortfall After Pending Actions	<u>\$ (623,101)</u>

Other potential revenue items identified included Lease revenue from Silverlakes (6 months), Planning and Engineering fees from the Egg Ranch project, Police COPS Grant and FEMA reimbursements, for total potential revenues of \$443,215. The remaining estimated shortfall still remains at (\$179,886) with these potential revenues. It was noted that another item being reviewed is a potential revenue from the sale of water capacity rights and that information is still very preliminary.

City Manager Groves and Deputy City Manager/Director of Finance Okoro stated that it is important to remember that all of the proposed reductions and pending actions will come before the Council for direction before they are implemented.

City Manager Groves commented on the draft Capital Improvement Program Budget, noting the three key projects as the Norco Animal Shelter, the Hamner Avenue Widening north of the Santa Ana River, and the Hamner Bridge Project.

Parks, Recreation & Community Services Director Petree presented the draft Park Improvement Fund as follows:

<u>Uses of Funds:</u>	<u>FY 2011/2012</u>
Ingalls Park Improvements	\$ 950,000
Santa Ana River Trails Parkway Partnership - Parks	100,000
Ridge Ranch Park	90,000
ADA Assessment City Parks	35,000
Park Enhancements (Benches, Playground, Fencing)	30,000
Wayne Makin/Shearer Complex Field Lighting	34,769
Transfer to General Fund-Overhead	7,197
Total Uses of Funds	<u>1,246,966</u>
Ending Fund Balance June 30	<u>\$ 547,936</u>

The draft Animal Control Facilities fund was presented as follows:

<u>Uses of Funds:</u>	<u>FY 2011/2012</u>
Animal Control Facilities	\$ 1,430,994
Total Uses of Funds	1,430,994
Ending Fund Balance June 30	<u>\$ 37,317</u>

Public Works Director Thompson presented the draft CIP Trails Improvement Fund.

<u>Uses of Funds:</u>	<u>FY 2011/2012</u>
Minor Trail Improvements	\$ 10,000
3rd St. Temescal to Valley View	18,000
Norconian Drive	-
River Rd. Woodward to Pedley	-
Bluff Street-Vine to River Rd	19,200
River Road - Second Street to Corydon Ave.	-
Santa Ana River Trails-Fund Match - Trails	-
Trail St./Round Up Replacement	20,000
Unspecified Trail Improvements	25,000
Hillside Ave. Second St. to Third St.	16,000
Valley View Ave. - Second St. to Fourth St.	-
Mountain Ave. First St. to Second St. (fund match)	-
Decomposed Granite (DG)	2,000
Transfer to General Fund-Overhead	164
Total Uses of Funds	110,364
Ending Fund Balance June 30	<u>\$ 304,249</u>

The draft CIP Water Improvement Fund was presented as follows:

<u>Uses of Funds:</u>	<u>FY 2011/2012</u>
Meter Replacement	\$ 5,000
Fire Hydrant Installation	30,000
Valve Installation	15,000
Back Flow Prevention	10,000
4.0 MG Reservoir - CRC Well Field	2,475,000
Water Treatment Arsenic/Fluoride/Chlorine	100,000
Reservoir Maintenance - Exterior Paint/Interior Coating	150,000
16" Transmission Pipeline - Bronco Ln. to Western Ave.	-
Automated Meter Reading - City Wide	452,214
CRC/Navy Water Connection	10,000
Hammer Ave. Waterline - Third to Fourth (east side)	-
Norco Dr. Waterline - Norconian to Hammer Ave.	135,000
Hillside Waterline - Sixth St. to Fifth St.	-
Unspecified Waterline Replacement	-
Temescal Waterline - Fourth St. to Sixth St.	-
Well Rehabilitation	50,000
Silverlakes - 8" Water Service Connection/Loan	3,050,000
Second Street Waterline Improvement - Western to Pacific	325,000
Transfer to General Fund-Overhead	3,662
Total Uses of Funds	6,810,876
Ending Fund Balance June 30	<u>\$ 4,495,328</u>

The draft CIP Street Improvement Fund was presented as follows:

<u><i>Uses of Funds:</i></u>	<u><i>FY 2011/2012</i></u>
Overlay:	
Overlay/Resurface - Unspecified Streets	\$ 250,000
Striping	5,000
Widen Streets:	
Street Widening - Unspecified	100,000
Street Widening - 2nd St. - I-15 to Corona	773,535
Norconian Avenue - (Norco Drive to Fifth Street)	50,000
Second Street Widening-Hillside to Corona	190,330
Widen Hamner-North of Santa Ana River	1,606,600
Sixth St. I-15 Right Hand Turn Pocket	25,000
Rehab and Overlay:	
Unspecified Overlay	200,000
Unspecified Slurry Seal	25,000
Fifth Street - Horseless Carriage	-
Third Street - Valley View to Corona	150,000
<u><i>Uses of Funds:</i></u>	<u><i>FY 2011/2012</i></u>
Reconstruction	
Traffic Signal Detroit and Hamner	125,000
Comm Center - Traffic Signal - Hamner & Alhambra	77,800
Traffic Signal - Hamner Ave. No. of Fourth St.	-
Norconian Drive	-
Unspecified Street Reconstruction	100,000
Hamner Avenue Bridge	700,000
Third St. - Valley View to Corona	250,000
TUMF Projects	
Hamner Avenue Improvements	3,300,435
Prop 1B	
Unspecified Overlay	200,000
Unspecified Slurry Seal	50,000
Unspecified Street Reconstruction	27,407
Transfer to General Fund-Overhead	26,982
<i>Total Uses of Funds</i>	<u><u>8,233,089</u></u>
Ending Fund Balance June 30	<u><u>\$ 1,210,030</u></u>

City Council/CRA Special Meeting Minutes

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May 18, 2011

The draft CIP Storm Drain Fund was presented as follows:

<i>Uses of Funds:</i>	<i>FY 2011/2012</i>
Minor Drainage Improvements	\$ 20,000
Relocate Utilities from Storm Drains	5,000
Riverside County Flood Control District	
MDP Lateral N-1B (Hillside Ave. @ Seventh St.)	450,000
MDP Lateral N-1E (Center Ave. @ Seventh)	365,000
MDP Lateral NB-2 Temescal @ Wrangler	112,000
MDP Lateral N-5 (Valley View Fourth to Sierra)	913,000
MDP Line S-5 (Hillside Ave. - Kingman to Temescal)	-
MDP Larteral S-5A (Kingman Dr.)	95,000
MDP Lateral S-6 Temescal Ave. (High School)	310,000
MDP Line N-7 - I15 to Reservoir	335,000
North Norco Channel	-
Extension from Fortuna to I-15	-
Santa Ana River Riprap Training Dike	1,500,000
Norco MDP N-1D/Temescal/Spirit Knoll	1,560,000
North Norco Channel - Stage 5	3,300,000
Mountain Ave-1st to 2nd	-
Bluff Stabalization-Fund Match	-
Bluff Stabalization Maintenance - River Dr.	245,000
Fourth St. 800' Temescal to Corona - Corona Ave. 800' north	117,558
Transfer to General Fund-Overhead	2,597
Total Uses of Funds	9,330,155
Ending Fund Balance June 30	\$ 389,950

The draft CIP Sewer Facilities Fund was presented as follows:

<i>Uses of Funds:</i>	<i>FY 2011/2012</i>
Norco Drive Sewer Line Extension - Cedar to Hammer	\$ 125,000
Unspecified Sewer Line Extention	50,000
Recycled Water System Improvements	25,000
WRCRWA Capital Improvements	100,000
I-15 Mainline Rehabilitation	-
Silverlakes - Connection/Loan	3,025,000
Lift Station - Rehabilitation	75,000
First Street Siphon Rehabilitation	65,000
Recycled Water - Corona Connection	100,000
Purchase Additional Capacity/Expansion WRCRWA	1,993,840
Relocation of 30" Forced Main in River Road Bridge	25,000
Flume No. 14	75,000
CRC/Navy Facilities Improvements (Connection)	100,000
Automated Meter Reading - City Wide	452,214
Transfer to General Fund-Overhead	6,600
Total Uses of Funds	6,217,654
Ending Fund Balance June 30	\$ 2,436,696

The draft CIP Measure "A" Projects Fund was presented as follows:

<u>Uses of Funds:</u>	<u>FY 2011/2012</u>
Overlay:	
Unspecified Pavement Overlays	150,000
Rocky View	75,000
Hillside - Sixth St. to River Dr.	200,000
Rehab and Overlay:	
Unspecified Rehabilitation and Overlay	150,000
Bluff St -River Rd to Vine	50,000
Hillside Ave. - Second To Third	-
Corona Ave. - First to Second	200,000
Reservoir -Corona to Temescal	50,000
Golden Gate Circle	-
Third Street - Valley View to Corona	100,000
Detroit Ave - Old Hamner to Valley View	150,000
Norconian Dr. - Fifth St. to Norco Dr.	200,000
Street Reconstruction:	
Misc. Reconstruction Projects	200,000
Crestview Ave. North to Sixth St.	50,000
TUMF Projects Match-Hidden Valley	-

<u>Uses of Funds:</u>	<u>FY 2011/2012</u>
Traffic Signal Improvements:	
Traffic Signal Improvements	50,000
Fifth St. Signal Improvements	50,000
First St. - Parkridge, Lincoln - Grant Match	12,500
Street Striping	30,000
Miscellaneous Seal Coats	50,000
Miscellaneous Pavement Repairs	<u>40,000</u>
Total Uses of Funds	<u><u>1,807,500</u></u>
Ending Fund Balance June 30	<u><u>\$ 1,275,876</u></u>

The Council briefly commented on the CIP Budget and provided no direction at this time.

5. THE CITY COUNCIL/CRA RECESSED TO CLOSED SESSION (§54954) TO CONSIDER MATTERS:

§54956.9 – Conference with Legal Counsel – Existing Litigation

Case Name: CACERF Norco, LLC vs. City of Norco
Case Number: RIC 10010637

Case Name: Sedrak vs. City of Norco
Case Number: RIC 10022513

6. REPORT OF ACTION(S) TAKEN IN CLOSED SESSION (§54957.1): **City Attorney Harper stated that the City Council met in Closed Session to consider two (2) existing litigations for the purpose of updating the Council. He further stated that there are no reportable actions.**
7. ADJOURNMENT: ADJOURNMENT: There being no further business to come before the City Council, Mayor Hanna adjourned the meeting at 5:44 p.m.

BRENDA K. JACOBS, CMC
CITY CLERK



MINUTES
CITY OF NORCO
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
CITY COUNCIL CHAMBERS – 2820 CLARK AVENUE
MAY 18, 2011

CALL TO ORDER: Mayor Hanna called the meeting to order at 6:00 p.m.

ROLL CALL: Mayor Berwin Hanna, **Present**
Mayor Pro Tem Kevin Bash, **Present**
Council Member Kathy Azevedo, **Present**
Council Member Greg Newton, **Present**
Council Member Harvey C. Sullivan, **Present**

Staff Present: Carlson, Cooper, Groves, Jacobs, Okoro, Petree and Thompson

City Attorney Harper– **Present**

THE CITY COUNCIL/CRA RECESSED TO CLOSED SESSION (SECTION 54954) TO CONSIDER MATTERS:

§54957.6 – Conference with Labor Negotiator

Negotiating Parties: City Manager Groves and Deputy City Manager/Director of Finance Okoro

Employee Organization: Norco Battalion Chiefs Association
Norco Firefighters Association
Norco General Employees Association
Norco Public Works & Parks Maintenance Workers Association
Management
Middle Management, Professional and Confidential Service

RECONVENE PUBLIC SESSION: Mayor Hanna reconvened the meeting at 7:00 p.m.

REPORT OF ACTION(S) TAKEN IN CLOSED SESSION (§54957.1): **City Attorney Harper stated that discussions were held in Closed Session related to labor negotiations and further stated that there were no reportable actions to report.**

PLEDGE OF ALLEGIANCE: Council Member Sullivan

INVOCATION: Council Member Sullivan

PRESENTATION: Recognition of Best of America by Horseback
Committee Volunteers

Mayor Hanna presented all of the City staff, Committee members and volunteers with a certificate of appreciation for all of their hard work and effort in putting on this event.

REGULAR COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA AS FOLLOWS:

M/S Bash/Newton to approve the items as recommended on the CRA Consent Calendar. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, NEWTON, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

1. CRA CONSENT CALENDAR ITEMS:

- A. CRA Minutes:
Regular Meeting of May 4, 2011
Special Meeting of May 4, 2011
Recommended Action: Approve the CRA Minutes (City Clerk)

2. OTHER CRA MATTERS: No other CRA matters

ADJOURNMENT OF CRA: 7:14 p.m.

REGULAR CITY COUNCIL AGENDA AS FOLLOWS:

Item 3.D was pulled by the public and Council Member Sullivan pulled Items 3.C., 3.G and 3.H.

M/S Azevedo/Bash to approve the remaining items as recommended on the City Council Consent Calendar. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, NEWTON, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

3. CITY COUNCIL CONSENT CALENDAR ITEMS:

- A. City Council Minutes:
Regular Meeting of May 4, 2011
Special Meeting of May 4, 2011
Special Meeting of April 27, 2011
Recommended Action: Approve the City Council Minutes (City Clerk)

- B. Recap of Actions Taken at the Planning Commission Regular Meeting of May 11, 2011. **Recommended Action: Receive and File** (Planning Director)
- C. Appointment of One Member to the Economic Development Advisory Council. **Recommended Action: Appoint Kim Calabrano to the Economic Development Advisory Council.** (Contract Economic Development Specialist) PULLED FOR DISCUSSION
- D. Resolution Setting the Regular Meeting Schedules for City Commissions and the Economic Development Advisory Council for Fiscal Year 2011-12. **Recommended Action: Adopt Resolution No. 2011-24.** (City Clerk) PULLED FOR DISCUSSION
- E. Acceptance of the Fiscal Year 2010-11 Equestrian Trail Fence Project as Complete. **Recommended Action: Accept the Fiscal Year 2010-11 Equestrian Trail Fence Project as complete and authorize the City Clerk to file the Notice of Completion with the County of Riverside.** (Public Works Director)
- F. Approval and Adoption of the Annual Appropriation Limit for Fiscal Year 2011-2012. **Recommended Action: Adopt Resolution No. 2011-25, approving the annual appropriation limit for Fiscal Year 2011-2012.** (Deputy City Manager/Director of Finance)
- G. Establishment of Annual Special Tax for Community Facilities District No. 93-1 for the Fiscal Year 2011-2012. **Recommended: Adopt Resolution No. 2011-26, Establishing Annual Special Tax for Community Facilities District No. 93-1 for the Fiscal Year 2011-2012.** (Deputy City Manager/Director of Finance) PULLED FOR DISCUSSION
- H. Fiscal Year 2011 Third Quarter Budget Performance Report. **Recommended Action: Receive and File** (Deputy City manager/Director of Finance) PULLED FOR DISCUSSION
- I. Addition of a Separate City Council Group with CalPERS to Implement City-Paid Benefit Reductions. **Recommended Action: Adopt the three CalPERS-required resolutions (Resolution Nos. 27, 28, and 29) to allow the City Council to pay their full employee's share (8%) of CalPERS contributions.** (Deputy City Manager/Director of Finance)

4. ITEMS PULLED FROM CITY COUNCIL CONSENT CALENDAR:

- 3.C. Appointment of One Member to the Economic Development Advisory Council.
Recommended Action: Appoint Kim Calabrano to the Economic Development Advisory Council. (Contract Economic Development Specialist)

Council Member Sullivan inquired about the other applicant as mentioned in the staff report. City Manager Groves replied that there were two applicants, but only one was recommended by the EDAC. She added that the second position has been noticed and is still open.

M/S Sullivan/Bash to appoint Kim Calabrano to the Economic Development Advisory Council. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, NEWTON, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

3. D. Resolution Setting the Regular Meeting Schedules for City Commissions and the Economic Development Advisory Council for Fiscal Year 2011-12.
Recommended Action: Adopt Resolution No. 2011-__. (City Clerk)

Vern Showalter. Mr. Showalter commented on his concerns regarding the quarterly commission meetings, noting the need to address attendance. City Manager Groves stated that this recommendation is for only one year and any other changes would need to be made through ordinance amendments.

Mayor Pro Tem Bash commented on his time spent on the Parks and Recreation Commission and encouraged commission members to stay vigilant and active.

Council Member Newton commented on the importance of all of the commissions to the City Council. He further commented on the Planning Commission's reliance on the other commissions and noted concerns with timely feedback for decision making purposes. City Manager Groves re-stated that special meetings can be held if necessary.

M/S Bash/Azevedo to adopt Resolution No. 2011-24. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, NEWTON, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

- 3.G. Establishment of Annual Special Tax for Community Facilities District No. 93-1 for the Fiscal Year 2011-2012. **Recommended: Adopt Resolution No. 2011-26, Establishing Annual Special Tax for Community Facilities District No. 93-1 for the Fiscal Year 2011-2012.** (Deputy City Manager/Director of Finance)

Council Member Sullivan asked what happens to this District after 25 years. Deputy City Manager/Director of Finance Okoro stated that at the end of 25 years, the debt is paid off and the District will cease to exist.

M/S Sullivan/Bash to adopt Resolution No. 2011-26, Establishing Annual Special Tax for Community Facilities District No. 93-1 for the Fiscal Year 2011-2012. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, NEWTON, SULLIVAN
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

- 3.H. Fiscal Year 2011 Third Quarter Budget Performance Report. **Recommended Action: Receive and File** (Deputy City manager/Director of Finance)

Council Member Sullivan requested information on a line item referencing an unbudgeted workers compensation payment for an individual from the Citizens on Patrol. Deputy City Manager/Director of Finance Okoro stated that this pertains to injuries to an individual and the specific funds for these types of injuries are not designated.

Council Member Newton asked about specific General Fund revenues designated as intergovernmental, more specifically asked if there was some expected funding that was not received. Deputy City Manager/Director of Finance Okoro stated the funding has not yet been received for the County of Riverside's Abandoned Vehicle Abatement Program and also State reimbursements received that were expected to be higher. He added that at this time we do not expect any additional State reimbursements. Council Member Newton commented on the late payment of utility fees and asked what could be done to accelerate those payments. Deputy City Manager/Director of Finance Okoro stated that customers are making payments in a timelier manner and fewer penalties are being collected. Council Member Newton commented on the overage in expenditures in Park Maintenance and Fire Suppression and Paramedics and asked what could be done to bring that back into line in each department. Deputy City Manager/Director of Finance Okoro stated that the overage was caused by a retirement payout (Parks Maintenance) and worker's compensation payments and legal expenditures (Fire Suppression and Paramedics). The situation in fire is that we do not budget for expenditures related to workers comp injuries.

M/S Sullivan/Bash to receive and file the Fiscal Year 2011 Third Quarter Budget Performance Report. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, NEWTON, SULLIVAN

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

5. CITY COUNCIL ACTION ITEM:

- A. Third Amendment to the Agreement for Law Enforcement Services to Either: Option 1: Eliminate Two Traffic Deputy Positions, Two Community Service Officer Positions and One Community Oriented Policing Deputy Position; or Option 2: Eliminate Two Traffic Deputy Positions

Implementing Option 1 will reduce General Fund law enforcement costs \$1,013,000 by eliminating two Traffic Deputy positions, two Community Service Officer positions, one Community Oriented Policing Deputy position, and receiving a federal grant to help retain the last remaining Community Oriented Policing deputy. Implementing Option 2 will reduce General Fund law enforcement costs \$585,000 by eliminating two Traffic Deputy positions and receiving a federal grant to help retain a Community Oriented Policing deputy who would be eliminated in Option 1. Option 2 keeps the sub-station at City Hall open.

Recommended Action: That the City Council select Option 1 or Option 2 and authorize the Mayor to sign the appropriate Amendment to the Agreement for Law Enforcement Services. (Lt. Cooper)

City Manager Groves commented on the budget process, noting the need to reduce expenditures. She noted the Council policy actions required to proceed, further commenting on the two options brought before them in regards to the Sherriff's contract.

Lt. Cooper presented the City Council with information regarding the two options, noting it will be a difficult job to choose between two bad options. He summarized reductions that would result from each option.

Council Member Newton commented on the crossing guards, noting a concern with Option 1, leaving no officers involved with the crossing guard contract. Lt. Cooper stated that he would envision the City's Finance Department taking over the contract. City Manager Groves stated that this is a shared contract with the School District, adding that currently the Sherriff's do not go out on a daily basis to monitor the crossing guards.

Council Member Azevedo asked staff if anyone has thought through where that money would be made up if Option 1 is approved. City Manager Groves stated that as she mentioned during the Budget workshops, staff would bring that back for Council consideration and at this time could not state what would be recommended.

Council Member Sullivan stated that he does not like either option and asked why this decision needs to be made tonight. He further commented on how difficult it would be to make up the remaining deficit.

Sigrid Williams. Ms. Williams commented on the need for the public to feel safe, noting that the last thing a city should do is cut public safety in these times, which would open up the City for more crime. She further stated crime statistics in the nation and in Norco, noting that Norco's crime is higher than the national level. She stated that she is not in favor of cutting the Sheriff's Department.

Mike Williams. Mr. Williams stated that he is in favor of keeping the Sheriff's sub-station in Norco. He commented on speeding problems in the City, noting the negative element that would arise from the Sheriff's deploying out of Jurupa. He asked the Council to please make a decision that is best for the City, as safety comes first.

Lance Gregory. Mr. Gregory stated that he attended an earlier Council study session where the presentation was made regarding the two options, adding that he does not agree with either one. He commented on traffic issues in the City, adding that Norco will become a "destination" for criminals. He asked the Council to make the right decision.

Karen Leonard. Ms. Leonard stated that there is not a good answer and asked if discussions have been held with the City of Eastvale regarding sharing a station. City Manager Groves stated that yes, discussions have been held. Ms. Leonard stated that she does not like the option of losing the station, but hates worse losing the City.

Julie Waltz. Ms. Waltz commented on Assembly Bill 109, asking where is that going to leave all of us. She noted that citizens need to feel secure in their homes. She stated that she would not feel comfortable if the Sheriff's station was taken away.

Roy Hungerford. Mr. Hungerford stated that he does not want to see cuts to the Sheriff's Department, adding that the Council should look to the Fire Department for cuts. He further commented on the City's budget for Fire and compared it to the City of Eastvale's budget, noting that the Council should look at contracting out for fire services.

Dave Henderson. Mr. Henderson stated his concerns with "nothing to report" from Closed Sessions, when he believes there are actions that should be reported. He commented on games being played with the Fire Department, adding that he would like to see the City contract with the CDF for fire services.

Council Member Sullivan stated that he agrees with what much of what was said, adding that the Fire Department is just as important as the Sheriff's Department. He noted his support for Option 2, keeping the Sheriff's sub-station in Norco. He also stated his support for going to the people for a parcel tax, as not enough tax revenues are coming in at present.

Council Member Azevedo noted the comments made to "get the money from somewhere else" wondering where that "somewhere else" would be. She commented on the myths that property tax would cover the costs for public safety. She also commented on her work to attract big box development into the City to provide the necessary sales tax revenues. Council Member Azevedo commented on the concept of the City contracting out for fire services. She stated her support for Option 2, adding that she would like to re-look at options in six months.

Mayor Pro Tem Bash stated that he agrees with many of the comments, adding that he would suggest that everyone contact and complain to Supervisor Tavaglione letting him know that public safety is important in Norco. He added that he believes he has one job, and that is to keep the City safe and further commended the Citizens on Patrol for the work they do. He stated that he cannot ethically ask for a tax and supports Option 2 with the caveat that we will know more in about six weeks.

Council Member Newton stated that neither option is acceptable. He noted his concerns regarding balancing the budget with Option 2. Deputy City Manager/Director of Finance Okoro stated that we need to find it somewhere and does not know where that mix will be. He added that at this point, he is not sure of any other revenue source to make up that shortfall, noting that fund reserves are used up and no longer available. He further added that the cash flow needs to be addressed, noting that from a prudent financial practice, we need to balance the budget and not carry a deficit budget forward.

Mayor Hanna commented on the growth of the Sheriff's Department and stated how much he appreciates them. He added that he does not want to lose the visibility, but added that the City needs to cut somewhere. He noted his support for Option 2 as he cannot justify closing the sub-station. He stated that in September or October he would like to take another look at the budget to add another officer if possible.

Council Member Azevedo commented on the Citizens on Patrol and noted that everyone should become advocates for them. She also encouraged buying gas in Norco, as that is the City's largest source of sales tax revenue.

Council Member Sullivan commented on the proposed Riverside County Sheriff's Department and the layoffs discussed in a newspaper article he read. He further commented on the City of Eastvale's budget, noting its projected sales tax revenues at \$7 million. He added that the Council will try to do everything they can to look at this again, adding that he would like to see all 4 motor officers brought back.

M/S Bash/Sullivan to approve Option 2 and authorize the Mayor to sign the Amendment to the Agreement for Law Enforcement Services. The motion was carried by the following roll call vote:

AYES: AZEVEDO, BASH, HANNA, NEWTON, SULLIVAN

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

6. PUBLIC COMMENTS OR QUESTIONS:

Sigrid Williams. Ms. Williams reported on the Norco Mounted Posse's volunteer hours, noting that those numbers are continuing to grow.

Karen Leonard. Ms. Leonard congratulated the Best of America by Horseback volunteers, noting that it was a successful event. She commented on her concerns that a small group of volunteers were selected to be recognized, adding that all volunteers should be recognized. She further requested a full financial report on the Best of America by Horseback event.

Nancy Crysler. Ms. Crysler commented on a group formed in Norco regarding the pavers going in on the horse trails, noting that they are dangerous for horses and riders.

Susan Zurawik. Ms. Zurawik commented on the pavers in the flat lands in Norco. She noted that they are alright in the hills, but are slippery and unsafe in the "flat lands".

Bobbie Pope. Ms. Pope noted she spearheaded the controversy regarding the pavers, noting that there are a lot of people with or without permits putting in cement pavers. She asked if the City can afford the liability if someone gets hurt from falling on the pavers, adding that the City needs to change the way the code is written. She stated that she hopes that the Council will put this item on a future agenda and re-write the code and then enforce it.

Kathy Thistlethwaite. Ms. Thistlethwaite commented on her concerns regarding the pavers and further commented on where they are being seen in areas that are flat. She noted that the Council needs to do something to keep the trails as "trails" and not turn them into residential sidewalks.

Pat Hedges. Ms. Hedges thanked the Council and City staff for the work being done for the City, noting the hard decisions that need to be made.

Nina Mango. Ms. Mango commented on safety issues on the horse trails with the pavers placed in the flat lands, noting an incident she had. She stated that the main concern should be safety in the City.

7. OTHER MATTERS – COUNCIL:

Council Member Sullivan

- ↓ Thanked everyone that helped with the Extreme Mustang Makeover. He noted that this is the last year of the contract with the City adding that a request has been made that a proposal be put together for a new contract so the event can return to Norco. He asked Director Petree to assist with this, noting that there is a possibility that the event will be moved to October.
- ↓ Commented on the Sheriff's station in Norco noting that he has ideas regarding the Citizens on Patrol.
- ↓ Stated that he was on the Council when the pavers were approved, noting that there was a committee put together to test and evaluate alternate material for the horse trail. He added that there were no complaints on the pavers during that time. He stated that he does not understand the fear of riding on the pavers, but is open to listening, noting he was one of the ones that spearheaded this years ago.

Council Member Azevedo:

- ↓ Stated that she, Mayor Pro Tem Bash, Su Bacon and the City's Historic Preservation Consultant Bill Wilkman spoke at the California Preservation Foundation Conference in Santa Barbara. She added that this was a huge honor and commended Mayor Pro Tem Bash for the information he provided to all present at the event. She noted that a seminar put on by the California Preservation Foundation will be held on the Navy Base in June.
- ↓ Commented on the proposed California high-speed rail, noting the alternate route that would "take out" Norco, running along the 15 Freeway. She further commented on the open houses that are being held, noting the June 21st open house in Corona. She encouraged everyone to attend to make sure it is known that Norco firmly opposes the high-speed rail route through Norco.
- ↓ Reported that on June 23rd, WRCOG will hold its General Assembly and Condoleezza Rice will be the speaker. She stated that Dr. Brenda Davis will be recognized and presented with an award at that event.

Council Member Newton:

- ↓ Asked Director Thompson about a letter received regarding difficulties with vehicles driving behind the trails (Corydon and Vine). He noted that staff needs to remedy this as soon as possible with some type of fencing so that horses, not vehicles, can pass through this area. Director Thompson noted that this is being looked into and alternate measures are being discussed. Council Member Newton confirmed that City Manager Groves would notify the Council by Monday regarding what that remedy is.
- ↓ Commented on the Mixed Solid Waste Taskforce, noting the potential waste/revenue stream that would result from the proposed Waste to Energy Plant. He asked Director Thompson what the status is in regards to the Chevron Feasibility Study. Director Thompson stated that Chevron is doing the initial scoping and there will be a progress meeting held in a few weeks.

Mayor Pro Tem Bash:

- ↓ Noted his concerns regarding rocks left by work completed by Edison, noting someone would get hurt. Public Works Director Thompson stated that Edison has been contacted to remove the rocks and confirmed that the location is property owned by the County.
- ↓ Commented on a safety issue regarding fence that encloses a drainage ditch by the baseball field at Norco High school. He asked Director Thompson to assist with getting some new fencing.
- ↓ Stated that he has received about six calls from residents complaining that their water bills have doubled.

Mayor Hanna

- ↓ Commented on the California high-speed rail project and the article from Sunday's paper, noting the articles negativity towards the project.
- ↓ Commented on the State's bond sale to be used for road improvements and additional jobs.
- ↓ Stated that last Tuesday he went to Sacramento with Danny Azevedo to attend the Minimum Standards Roundtable discussion sponsored by the Pacific Coast Quarter Horse Association. He commented on the discussions held and noted that he was the only representative from a City.
- ↓ Asked Director Thompson about the water leaks he had contacted him about, noting that he would like the calls returned to residents in a timely manner.

8. OTHER MATTERS – STAFF:

Parks, Recreation & Community Services Director Petree:

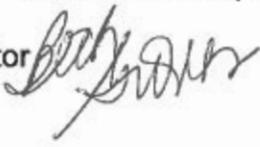
- ↓ Stated that the 2011 Relay for Life event in Norco raised \$46,000.
- ↓ Commented and provided information on the Equine Herpes Myeloencephalopathy caused by EHV-1. He added that a link will be available on the City's website for updates and information.

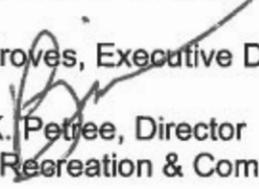
9. ADJOURNMENT: There being no further business to come before the City Council, Mayor Hanna adjourned the meeting at 9:30p.m.

BRENDA K. JACOBS, CMC
CITY CLERK

CITY OF NORCO STAFF REPORT

TO: Chairman and Members of the Norco Redevelopment Agency

FROM: Beth Groves, Executive Director 

PREPARED BY: Brian K. Petree, Director
Parks, Recreation & Community Services 

DATE: June 1, 2011

SUBJECT: Acceptance of Bids and Award of Contract for City of Norco Animal Shelter Expansion Project

RECOMMENDATION: Staff is recommending award of base bid with Add Alternate 1 for the City of Norco Animal Shelter Expansion Project to Hamel Contracting, Inc. in the amount of \$1,364,480 and to authorize the Executive Director to approve contract change orders up to 10 percent of the original contract amount.

SUMMARY: Bids for the City of Norco Animal Shelter Expansion Project were opened on May 19, 2011 with Hamel Contracting, Inc. being the lowest responsible bidder. It is recommended that the City Council award a contract to Hamel Contracting, Inc. in the amount of \$1,364,480 and authorize the Executive Director to approve contract change orders up to 10 percent of the original contract amount.

BACKGROUND/ANALYSIS: Staff completed requirements and contract documents for the City of Norco Animal Shelter Expansion Project on May 19, 2011. Notice to Invite Bid was advertised starting April 17, 2011. A total of 8 bids were received with the base bid ranging between \$1,346,880 and \$1,747,668 with the lowest responsible bid submitted by Hamel Contracting, Inc. The bid summary sheet has been attached for council review. Staff is recommending Award of Contract to include base bid with Add Alternate 1. The additive alternate includes Building "C" canopy structure and increases the contract amount by \$17,600. With a 10% contingency the total appropriation of the project for construction will be \$1,500,928.

Section 33490 of the Health and Safety Code (California Community Redevelopment Law) requires the Norco Redevelopment Agency to adopt an Implementation Plan containing specific goals and objectives of the Agency, and the specific programs and expenditures proposed to be made during the next five years. The Redevelopment Agency's 2010-2014 Five-Year Implementation Plan includes the infrastructure funding for the new Animal Control facility. Although the facility is located outside the Agency's Project Area, it is recognized by the Agency as integral to the elimination of blight and health and

Award of Bid for Animal Shelter Expansion

Page 2

June 1, 2011

safety concerns immediately adjacent to Project Area by building this new Animal Control facility.

FINANCIAL IMPACT: \$1,601,667 has been transferred from the Agency CIP Budget (Bond Proceeds) to, and appropriated in, the Animal Control Facilities Fund 151.942.43115 Project No. 4414-1 in the 2011/2012 CIP Budget to cover construction and remaining project management costs.

/rs-78555

Attachment: Bid Summary

**City of Norco Animal Control Shelter Expansion
Bid Results**

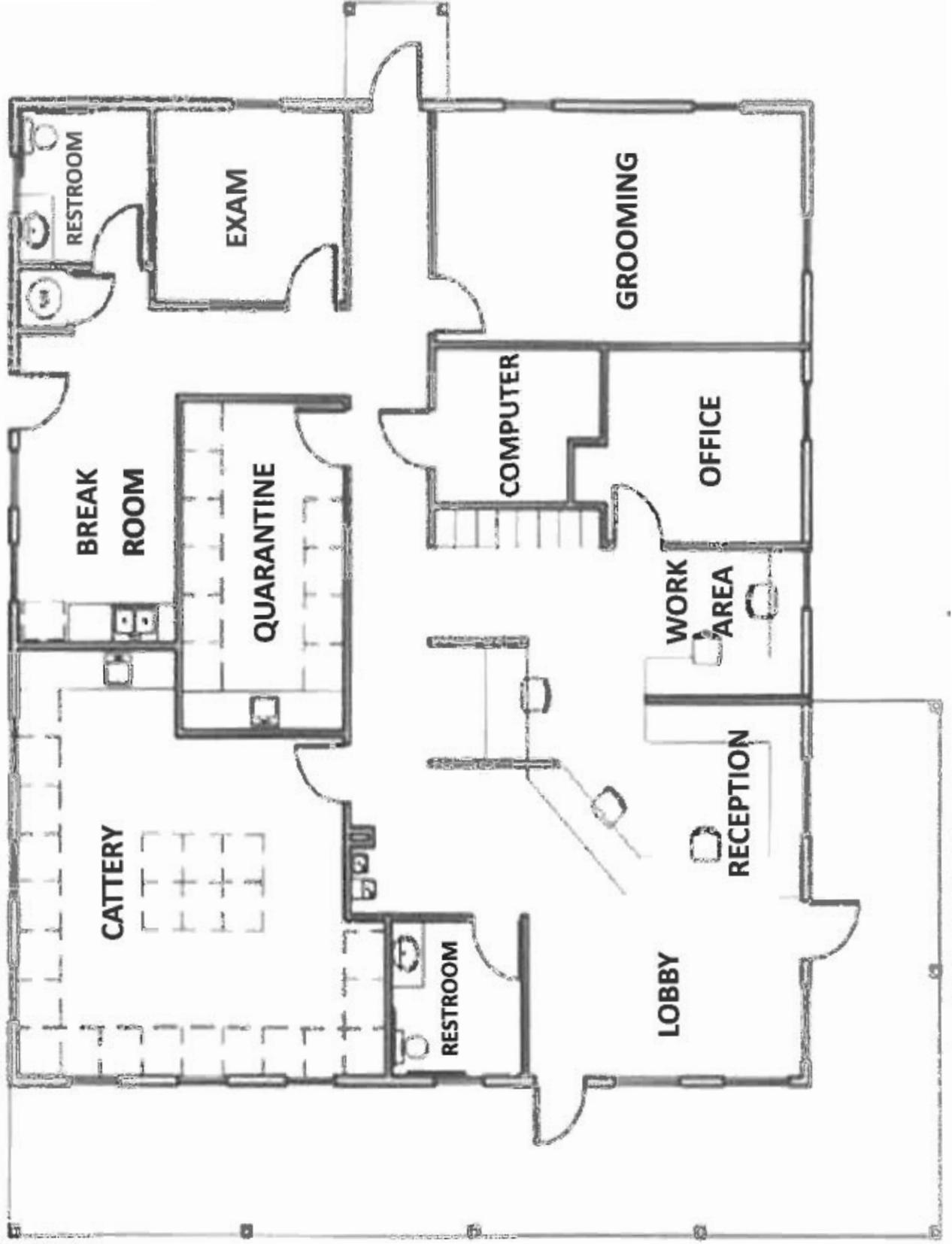
Company	Base Bid	Bid Alt. 1 -Building "C" -Canapy Structure	Total Bid Amount
Hamel Contracting Inc.	\$1,346,880.00	\$17,600.00	\$1,364,480.00
Sanders Construction Services	\$1,422,550.00	\$42,000.00	\$1,464,550.00
Southern California Contractors	\$1,469,645.00	\$85,000.00	\$1,554,645.00
Diamond Construction	\$1,599,590.00	\$55,000.00	\$1,654,590.00
Insight Environmental Engineering & Construction Inc	\$1,609,876.92	\$53,989.45	\$1,663,866.37
Dalke & Sons Construction Inc.	\$1,614,210.00	\$39,000.00	\$1,653,210.00
Sea West Enterprises, Inc	\$1,644,658.00	\$17,295.00	\$1,661,953.00
Plyco Corporation	\$1,747,668.00	\$38,473.00	\$1,786,141.00

Site Plan



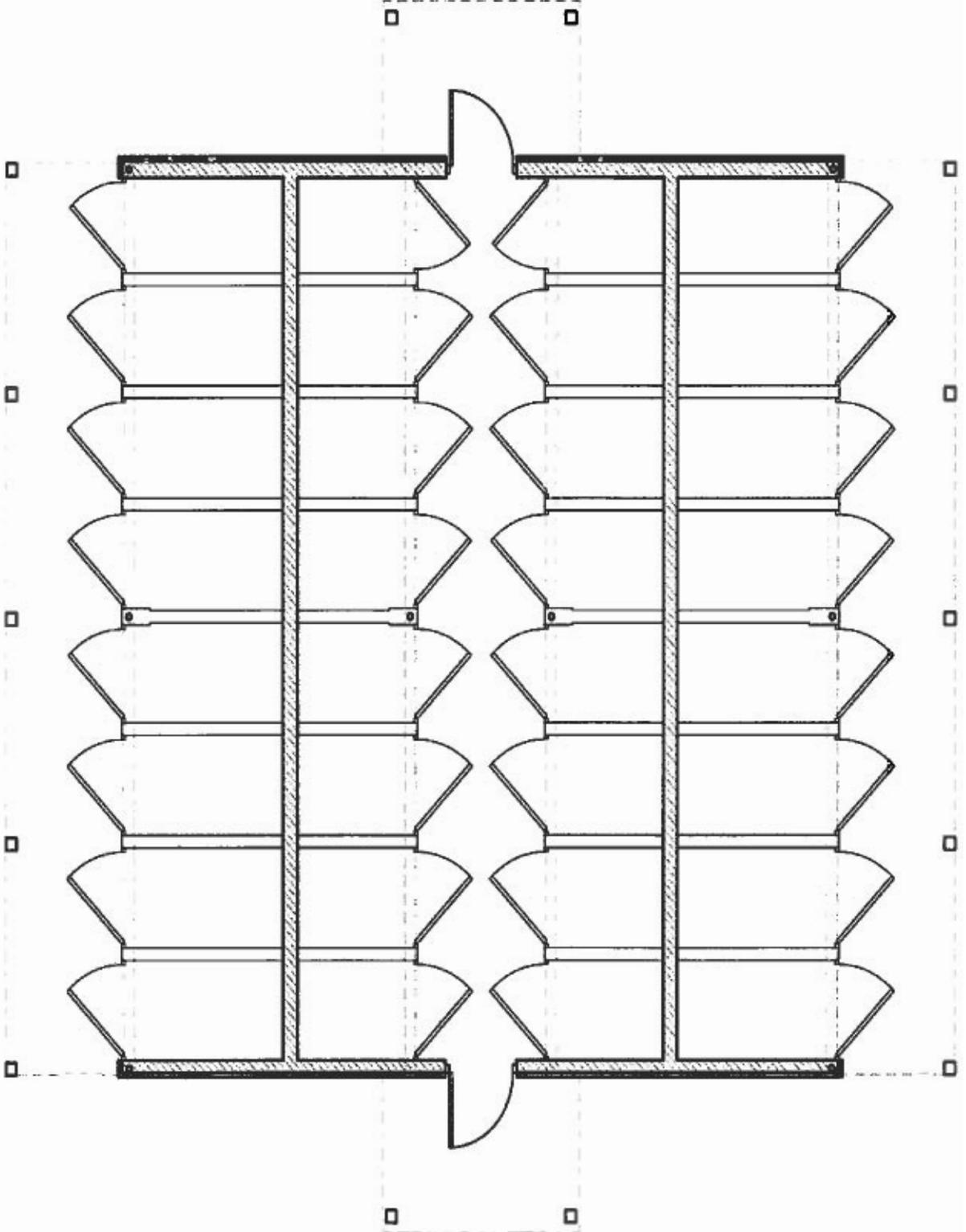
FLOOR PLAN

Administration Building



FLOOR PLAN

Kennel Building



Exterior Elevation

Administration Building



EAST ELEVATION



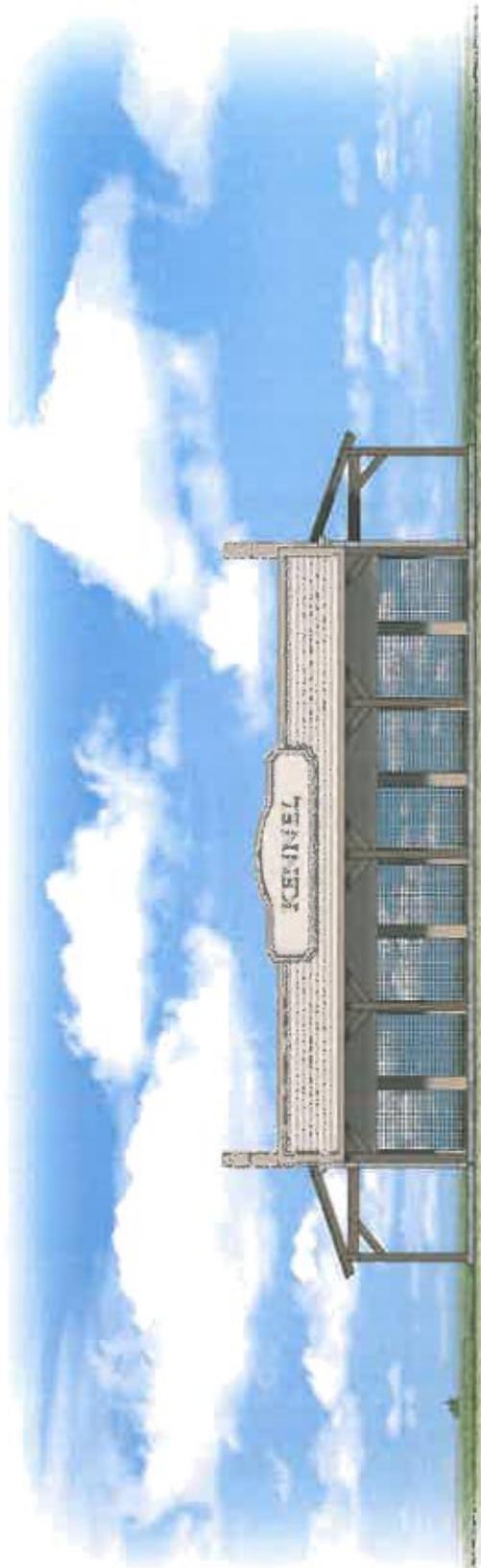
SOUTH ELEVATION

Exterior Elevation

Kennel Building



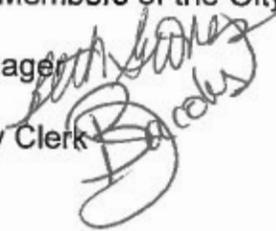
FRONT ELEVATION



SIDE ELEVATION

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: June 1, 2011

SUBJECT: Resolutions Calling the 2011 General Municipal Election

RECOMMENDATION: Staff recommends that the City Council adopt the following Resolutions: **a) Resolution No. 2011-___**, requesting the Board of Supervisors of the County of Riverside consent to the conduction of the November 8, 2011 General Municipal Election in the City of Norco by the County of Riverside Registrar of Voters; **b) Resolution No. 2011-___**, calling and giving notice of the General Municipal Election to be held on November 8, 2011; and **c) Resolution No. 2011-___**, adopting regulations for the candidates for elective office.

SUMMARY: Three resolutions are required in order to hold a General Municipal Election on November 8, 2011, at which time the voters will consider candidates for three seats on the Norco City Council.

BACKGROUND/ANALYSIS: The approval of three resolutions will commence the election process for the City's General Municipal Election to be held November 8, 2011 in order to fill three seats on the Norco City Council. Council terms will be expiring for Kathy Azevedo (incumbent), Berwin Hanna (incumbent) and Greg Newton (appointed incumbent).

The first resolution requests the Riverside County Board of Supervisors consent to the conduction of the General Municipal Election on November 8, 2011 for the City of Norco by the County of Riverside Registrar of Voters. The second resolution calls for, and gives notice of, the General Municipal Election to be held in the City of Norco on November 8, 2011. The third resolution adopts regulations governing candidates' statements. The resolution also includes the estimated cost of printing, translating and mailing candidate statements and requires candidates to pay in advance for such costs. The County of Riverside Registrar of Voters office has estimated the cost of each candidate statement to be \$425. Candidates may receive a bill or a refund for the difference depending on how many candidates actually file a candidate statement.

The nomination period for the November 8, 2011 General Municipal Election is from July 18 through August 11, 2011. Between these dates, candidates may take out and file nomination papers with the City Clerk during normal business hours.

FINANCIAL IMPACT: \$35,000 (split between the RDA and the General Fund) has been appropriated in the FY 2011-2012 Budget for the General Municipal Election.

/bj-77977

Attachments: Resolutions for Adoption

RESOLUTION NO. 2011-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE CONSENT TO THE CONDUCTION OF THE GENERAL MUNICIPAL ELECTION OF SAID CITY TO BE HELD ON NOVEMBER 8, 2011 BY THE COUNTY OF RIVERSIDE REGISTRAR OF VOTERS

WHEREAS, the City Council of the City of Norco called a General Municipal Election in said City to be held on November 8, 2011 for the purpose of the election of three members to the City Council of the City of Norco; and

WHEREAS, it is desirable that said General Municipal Election be conducted by the County of Riverside Registrar of Voters on November 8, 2011 within said City establishing precincts, polling places and election officers and that the County of Riverside Registrar of Voters canvass the returns of the general municipal election.

NOW, THEREFORE, the City Council of the City of Norco does hereby resolve, determine, and order as follows:

SECTION 1. That pursuant to the requirements of Section 10403.5 of the Elections Code, the Board of Supervisors of the County of Riverside is hereby requested to consent and agree to the conduction of a general municipal election by the County of Riverside Registrar of Voters on Tuesday, November 8, 2011, for the purpose of the election of three members to the City Council of the City of Norco.

SECTION 2. Said County of Riverside Registrar of Voters is hereby authorized to canvass the returns of said general municipal election.

SECTION 3. Said Board of Supervisors is hereby requested to issue instructions to the County of Riverside Registrar of Voters to take any and all steps necessary for the holding of said election.

SECTION 4. The City of Norco agrees that all costs will be incurred by the County of Riverside by reason of conducting said election with other districts and agrees to reimburse the County of Riverside for any such costs.

SECTION 5. That the City Clerk of the City of Norco is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County of Riverside Registrar of Voters.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on June 1, 2011.

Mayor of the City of Norco, California

ATTEST:

Brenda K. Jacobs, City Clerk
City of Norco, California

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a regular meeting held on June 1, 2011 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California on June 1, 2011.

Brenda K. Jacobs, City Clerk
City of Norco, California

/bj-77979

RESOLUTION NO. 2011-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON TUESDAY, NOVEMBER 8, 2011, FOR THE ELECTION OF CERTAIN OFFICERS OF SAID CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a regular General Municipal Election shall be held on November 8, 2011 for the election of three members of the City Council of the City of Norco for the full term of four years.

NOW, THEREFORE, the City Council of the City of Norco, California does hereby resolve, declare, determine and order as follows:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities within said State, there shall be, and there is hereby called and ordered, held in the City of Norco, California, on Tuesday, November 8, 2011, a regular General Municipal Election of the qualified electors of said City for the purpose of electing three members of the City Council of said City for the full term of four years.

SECTION 2. That the ballots to be used at said election shall be, both as to form and matter contained therein, those as may be required by law to be used.

SECTION 3. That the election services which the City of Norco requests from the Riverside County Clerk or Registrar of Voters or such other Riverside County official as may be appropriate to perform, and which such officer is hereby authorized and directed to perform if the said Riverside County Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots and polling place cards, the establishment or appointment of precincts, polling places, and election officers, the furnishing of ballots, voting booths, and other necessary supplies or materials for polling places, the canvassing of the returns of election and the furnishing of the results of such canvassing to the City Clerk of the City of Norco, and the performance of such other election services as may be requested by said City Clerk that may be necessary in order to properly and lawfully conduct said election.

SECTION 4. That the polls shall be open at 7 a.m. of the day of said election and shall remain open continuously from said time until 8 p.m. the same day when said polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, said election shall be held and conducted as provided by law for holding General Municipal Elections in said City.

SECTION 6. That notice of the time and place of holding said election is hereby given and the City Clerk is hereby authorized, instructed and directed to give such further or additional notice of said election, in time, form and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution; shall enter the same in the book of original resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on June 1, 2011.

Mayor of the City of Norco, California

ATTEST:

Brenda K. Jacobs, City Clerk
City of Norco, California

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing resolution was introduced and adopted by the City Council of the City of Norco at a regular meeting held on June 1, 2011 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California on June 1, 2011.

Brenda K. Jacobs, City Clerk
City of Norco, California

RESOLUTION NO. 2011-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE, PERTAINING TO MATERIALS SUBMITTED TO THE ELECTORATE AND THE COSTS THEREOF FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON TUESDAY, NOVEMBER 8, 2011

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs thereof.

NOW, THEREFORE, the City Council of the City of Norco, California, does hereby resolve, declare, determine and order as follows:

SECTION 1. GENERAL PROVISIONS. Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at the General Municipal Election to be held in the City of Norco on November 8, 2011, may prepare a candidate's statement not to exceed 200 words, on an appropriate form provided by the City Clerk. Such statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. Such statement shall be filed in the office of the City Clerk at the time the declaration of candidacy is filed. Such statement may be withdrawn, but not changed, during the period for filing declaration of candidacy and until 6:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. PAYMENT. The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to the Elections Code, and require each candidate filing a statement to pay in advance his or her pro rata share as a condition of having his or her statement included in the voter's pamphlet. The cost of each candidate statement for the November 8, 2011 General Municipal Election, as estimated by the County of Riverside Registrar of Voters for the City of Norco, is \$425. The City Clerk shall bill each candidate for any cost in excess of the deposit and shall refund within 30 days of the election any unused portion of the deposit.

SECTION 3. The City Clerk shall provide each Candidate a copy of this Resolution at the time declaration of candidacy is issued.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution, shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED by the City Council of the City of Norco at a meeting held on June 1, 2011.

Mayor of the City of Norco, California

ATTEST:

Brenda K. Jacobs, City Clerk
City of Norco, California

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a meeting held on June 1, 2011 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

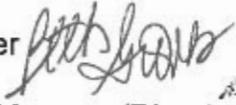
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California on June 1, 2011.

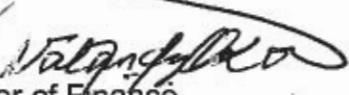
Brenda K. Jacobs, City Clerk
City of Norco, California

/bj-72155

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Andy Okoro, Deputy City Manager/Director of Finance 

DATE: June 1, 2011

SUBJECT: Approval of Salary and Benefits Resolutions for Management; and Middle Management, Professional and Confidential Employees for Fiscal Year 2011-12; and Approval of an Amendment to the City Manager Employee Agreement for Fiscal Year 2011-12 to Implement Employee's Paying Four Percent (4%) of the Employee's Contribution Rates toward Retirement through the CalPERS Retirement System

RECOMMENDATION: a.) Adopt **Resolution No. 2011-___**, approving the Annual Salary and Benefits for Management personnel; b.) Adopt **Resolution No. 2011-___**, approving the Annual Salary and Benefits for Middle Management, Professional and Confidential Service personnel; c.) Adopt **Resolution No. 2011-___**, approving the Employer Paid Member contributions' and d.) Approve an Amendment to the City Manager's Employment Agreement.

SUMMARY: As part of the annual budget process, the attached resolutions are necessary to implement amendments to the 2010 adopted resolutions for Management employees, as well as Middle Management, Professional and Confidential Service employees. The resolutions submitted for consideration will implement changes to the non-union, unrepresented classifications of City employees. The employees will now contribute 4% of the Employee PERS contribution rate for employees hired on or prior to October 31, 2010. Employees hired on or after November 1, 2010 will continue to pay 100% of the Employee PERS contribution rate. Also included for City Council approval is an amendment to the City Manager's Employment Agreement to implement the City Manager contributing 4% of the Employee PERS contribution rate.

BACKGROUND/ANALYSIS The attached resolutions will confirm the compensation levels for Management, as well as Middle Management, Professional, and Confidential Service employees for Fiscal Year 2011-2012. The only change being recommended to the existing salary and benefits resolutions for Management employees and Middle Management, Professional and Confidential Service employees is for the employees in this group who were hired prior to October 31, 2010 to start paying 4% of the 8%

Salary and Benefits Resolutions

Page 2

June 1, 2011

employee pension contribution rate to the California Public Employees retirement System effective July 1, 2011. Employees hired on or after November 1, 2010 are currently required to pay the full 8% contribution and will continue to do so in FY 2011-2012.

As a housekeeping matter, the City's practice regarding compensation for jury service is being added to both resolutions. This provision was not included in previous salary and benefits resolutions. Jury duty will be paid for regularly scheduled work days up to the maximum of 72 paid hours per year.

California Public Employees' Retirement System administrative procedure requires that the City Council approve the attached resolution in order to implement the percentage change to Employer Paid Member Contribution (EPMC) rate. The EPMC Resolution changes the City's contribution to 4% from 8%.

Additionally, due to the retirement of the Parks & Buildings Superintendent and reorganization of the Parks & Building Division, staff is recommending approval for a lower paying level position of Parks and Public Buildings Maintenance Supervisor (Exhibit "A" to the resolution for Middle Management, Professional and Confidential Service personnel) to replace the Parks and Building Superintendent position.

FINANCIAL IMPACT: The recommended reduction to City contribution rate towards the payment of employee pension contribution rate will result in estimated total budget savings of \$72,600 during FY 2011-2012. Of this amount it is estimated that \$40,500 will be savings to the City's General Fund.

/mp-78562

Attachments:

Resolution No. 2011-____, establishing annual salary ranges and benefits for Management classifications of the City of Norco

Resolution No. 2011-____, establishing annual salary ranges and benefits for classifications in the Middle Management, Professional, and Confidential Service of the City of Norco

Resolution No. 2011-____, for Employer Paid Member Contributions

Letter of Amendment to the City Manager Employment Agreement

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, ESTABLISHING ANNUAL SALARY RANGES AND BENEFITS FOR MANAGEMENT CLASSIFICATIONS OF THE CITY OF NORCO

WHEREAS, the following Management classifications of the City of Norco ("City") are unrepresented in the employer-employee relationship and, therefore receive consideration from the City Council in recognition of the management nature and responsibility of the positions and contributions to the efficient and effective operations of the City; and

WHEREAS, individuals serving in these Management classifications are "at will" employees who serve at the pleasure of the City Manager; and

WHEREAS, employees in these classifications are exempt under the provisions of the Federal Fair Labor Standards Act.

NOW THEREFORE, BE IT RESOLVED that effective July 1, 2011, Resolution No. 2010-53 shall be amended as follows:

Section 1. SALARY RANGES

There shall be no amendments to this Section 1.

Section 2. BENEFITS

Subsection V shall be added as follows:

V. JURY DUTY

1. An employee of the City who is requested to serve on jury duty shall notify his/her supervisor who shall in turn notify his/her department head.
2. While serving on jury duty, an employee shall receive his/her regular salary from the City. The employee shall remit to the City all compensation received as a result of serving on jury duty, except mileage reimbursement.
3. Jury duty limit will be 72 paid hours per year. An employee must submit documentation of court attendance. Jury duty will be paid for regularly scheduled work days up to the maximum of 72 paid hours per year. Documentation must be attached to corresponding time sheet for payment.

Subsection V shall be changed to **Subsection VI** (and those subsequent Subsections shall be renumbered) and amended as follows to change the employee's contribution rates toward retirement through the CalPERS Retirement System:

VI. RETIREMENT/PERS

1. The City has a contract with CalPERS to provide employees with the 2.7% at 55 Full Formula (Section 21354.5).

Other benefits in the CalPERS agreement include:

- a. Section 20965: Credit for Unused Sick Leave. Unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave.
 - b. Section 21574: Fourth Level 1959 Survivors Benefits. This benefit provides a higher level of 1959 Survivor Benefits to survivors of a member who dies prior to retirement.
 - c. Three-year final compensation (36 highest paid consecutive months)
2. Employees hired on or prior to October 31, 2010: The City has agreed to pay 100% of the employer and 4% of the employee's contribution rates toward retirement through the CalPERS Retirement System. Employees will pay 4% of the employee's contribution rates.
 3. Employees hired on or after November 1, 2010: The City has agreed to pay 100% of the employer contribution rates toward retirement and the employee will pay 8% of the employee contribution rates toward retirement through the CalPERS Retirement System.

Section 3. Those Sections and Subsections, other than those listed in this Amended Resolution, and as set forth in Resolution No. 2010-53, shall be upheld and shall remain effective.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on June 1, 2011.

Mayor of the City of Norco, California

ATTEST:

Brenda K. Jacobs, City Clerk
City of Norco, California

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a regular meeting held on June 1, 2011 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California on June 1, 2011.

Brenda K. Jacobs, City Clerk
City of Norco, California

/mp-78566

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, ESTABLISHING ANNUAL SALARY RANGES AND BENEFITS FOR CLASSIFICATIONS IN THE MIDDLE MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL SERVICE OF THE CITY OF NORCO

WHEREAS, the following classifications in Middle Management, Professional, and Confidential Service of the City of Norco ("City") are unrepresented in the employer-employee relationship and, therefore receive consideration from the City Council in recognition of the management, supervisory, professional and/or confidential nature of their positions and contributions to the efficient and effective operations of the City; and

WHEREAS, employees in these classifications are exempt under the provisions of the Federal Fair Labor Standards Act; and

WHEREAS, the City Council desires to establish the compensation levels for classifications in Middle Management, Professional, and Confidential Service.

NOW THEREFORE, BE IT RESOLVED that effective July 1, 2011, Resolution No. 2010-54 shall be amended as follows:

Section 1. SALARY RANGES

This Section 1 shall be amended to add the classification of Parks & Public Buildings Maintenance Supervisor and remove the classification of Parks and Buildings Superintendent.

Section 2. BENEFITS

Subsection VI of this Section 2 shall be added as follows:

VI. JURY DUTY

1. An employee of the City who is requested to serve on jury duty shall notify his/her supervisor who shall in turn notify his/her department head.
2. While serving on jury duty, an employee shall receive his/her regular salary from the City. The employee shall remit to the City all compensation received as a result of serving on jury duty, except mileage reimbursement.
3. Jury duty limit will be 72 paid hours per year. An employee must submit documentation of court attendance. Jury duty will be paid for regularly scheduled work days up to the maximum of 72 paid hours per year. Documentation must be attached to corresponding time sheet for payment.

Subsection VI of this Section 2 shall be changed to **Subsection VII** (and those subsequent Subsections shall be renumbered) and amended as follows to change the employee's contribution rates toward retirement through the CalPERS Retirement System:

VII. RETIREMENT/PERS

1. The City has a contract with CalPERS to provide employees with the 2.7% at 55 Full Formula (Section 21354.5).

Other benefits in the CalPERS agreement include:

- a. Section 20965: Credit for Unused Sick Leave. Unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave.
 - b. Section 21574: Fourth Level 1959 Survivors Benefits. This benefit provides a higher level of 1959 Survivor Benefits to survivors of a member who dies prior to retirement.
 - c. Three-year final compensation (36 highest paid consecutive months)
2. Employees hired on or prior to October 31, 2010: The City has agreed to pay 100% of the employer and 4% of the employee's contribution rates toward retirement through the CalPERS Retirement System. Employees will pay 4% of the employee's contribution rates.
 3. Employees hired on or after November 1, 2010: The City has agreed to pay 100% of the employer contribution rates toward retirement and the employee will pay 8% of the employee contribution rates toward retirement through the CalPERS Retirement System.

Section 3. The Class Specification for Parks and Public Buildings Maintenance Supervisor shall be approved as Exhibit "A".

Section 4. Those Sections and Subsections, other than those listed in this Amended Resolution, and as set forth in Resolution No. 2010-54, shall be upheld and shall remain effective.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on June 1, 2011.

Mayor of the City of Norco, California

ATTEST:

Brenda K. Jacobs, City Clerk
City of Norco, California

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a regular meeting held on June 1, 2011 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California on June 1, 2011.

Brenda K. Jacobs, City Clerk
City of Norco, California

/mp-78563

Attachment: Exhibit "A" -- Class Specification for Parks and Public Buildings
Maintenance Supervisor

PARKS AND PUBLIC BUILDINGS MAINTENANCE SUPERVISOR

Salary Range 49 - Step A \$46,920 – Step E \$57,036

DEFINITION:

Under limited supervision, the Parks and Public Buildings Maintenance Supervisor will supervise parks, public buildings, landscape assessment areas, building maintenance staff and contractors. The supervisor will be responsible for adhering to maintenance and safety standards that strengthen the community image and sense of place in City parks and City owned public buildings. This position will supervise staff and volunteers, participate in community problem solving and have the ability to be flexible and change plans based on the user needs and activity schedules.

ESSENTIAL FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

TYPICAL DUTIES & RESPONSIBILITIES:

Plan, prioritize, assign, supervise and review the work of maintenance crews involved in park grounds and playground equipment maintenance and minor repair.

Assist in budget preparation and resource allocation of equipment and materials based on maintenance and safety standards and user needs.

Participates in employee selection process, staff training and evaluation of employees based on performance measures and outcomes. Counsels employees to improve performance or take corrective actions and implement disciplinary procedures.

Responds to user's concerns, problems or complaints in a timely manner, maintaining a customer service philosophy that is responsive and strives to improve park safety, security and accessibility.

Maintain a visible profile in the community and with employees, through field visits and inspection of park facilities and equipment, noting needs for maintenance and repairs. Observe the work of crews, while in progress and provide technical advice and assistance as needed.

Supervise the maintenance staff in the safe application and use of pesticides, fungicides and herbicides and fertilizers per state law.

Prepares proposals for and oversees construction of assigned Capital Improvement Projects for installation or construction of recreational facilities and equipment; approves or recommends related change orders and completion papers; prepares staff reports to City Council and Parks and Recreation Commission; assists in preparing annual operating budgets; performs other related duties as assigned.

PARKS AND PUBLIC BUILDINGS MAINTENANCE SUPERVISOR

CLASS CHARACTERISTICS:

This is a Mid-Management Confidential employee position in the Parks Maintenance Division of the Parks, Recreation and Community Services Department. This position performs a variety of duties and supervises subordinate staff and volunteers.

CONTACTS AND RELATIONSHIP:

This position has the majority of its interaction with the public, vendor, contractors and with other City employees.

QUALIFICATION GUIDELINES:

The knowledge and abilities which are required to perform the duties and responsibilities of this class are as follows:

DESIRABLE QUALIFICATIONS:

Experience: Four years of increasingly responsible experience performing park maintenance, commercial landscaping or professional tree maintenance including one year of supervisory or lead responsibility.

Education: High School Diploma. Associate of Arts degree preferred.

Knowledge: Knowledge of materials, methods, horticultural practices and equipment used in park grounds maintenance and minor repair activities. Knowledge of principles of supervision, employee motivation, team building and performance evaluation. Knowledge of safe work practices and laws pertaining to parks and public buildings maintenance. Knowledge of budget development and budget monitoring practices and principles. Knowledge of public relations and customer service practices and techniques.

Ability: Ability to "multitask," handle competing priorities and demands. Ability to keep accurate records and prepare reports. Skill in oral and written communications to develop reports, evaluations and other material as appropriate. Skill in establishing and maintaining effective working relationships. Ability to lead and mobilize others to action providing support, training, mentoring and evaluation.

A typical way to obtain the knowledge and abilities is as follows:

Education: Obtain specialized training in horticulture, forestry, ecosystem management, personnel supervision and related subjects.

AND

Experience: Parks or building maintenance experience. Any combination of experience and education that would provide the required knowledge and skills would be qualifying.

License Required: Valid California Class "A" Drivers' License with tanker endorsement and a good driver record.
Pesticide Applicator's Certificate, within one year of appointment.
Playground Safety Inspector License, within two years of appointment

PARKS AND PUBLIC BUILDINGS MAINTENANCE SUPERVISOR

PHYSICAL REQUIREMENTS:

Work is performed in recreation and public facilities, parks, outdoor recreation and special event environments. Work requires standing, walking, bending and lifting up to 50-100 pounds. May be exposed to extreme weather conditions, moving traffic, construction sites, hazardous chemicals, toxic fumes, irate citizens, infectious diseases, and air and water borne pathogens.

SUPERVISION RECEIVED: Parks, Recreation and Community Services Director

SUPERVISION EXERCISED: Staff and Volunteers

FAIR LABOR STANDARDS ACT DESIGNATION Exempt

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of the City of Norco has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the City of Norco has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Norco of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the City of Norco has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all Management; and Middle Management Professional and Confidential employees.
- This benefit shall consist of paying 4% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be July 1, 2011.

NOW THEREFORE, BE IT RESOLVED that the governing body of the City of Norco elects to pay EPMC, as set forth above.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on June 1, 2011.

Mayor of the City of Norco, California

ATTEST:

Brenda K Jacobs, City Clerk
City of Norco, California

Resolution No. 2011-_____

Page 2

June 1, 2011

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a regular meeting held on June 1, 2011 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California on June 1, 2011.

Brenda K. Jacobs, City Clerk
City of Norco, California

/mp-78565

Letter of Amendment

On June 1, 2011, the Norco City Council accepted an amendment to the City Manager Employment Agreement that was enacted on November 4, 2009. This letter of amendment implements that change.

Section 6. Benefits:

- e. PERS RETIREMENT: Groves shall pay 4% of the employee's contribution rates in PERS, 2.7% at 55 Retirement Formula.

All other provisions of the original employment agreement and any approved "Letters of Amendment" remain intact.

Dated: _____

AGREED TO BY:

Beth Groves
City Manager

Berwin Hanna
Mayor

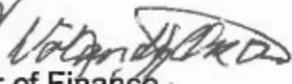
ATTEST:

Brenda K. Jacobs
City Clerk

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Andy Okoro, Deputy City Manager/Director of Finance 

DATE: June 1, 2011

SUBJECT: Approval of a Memorandum of Understanding between the Public Works and Parks Maintenance Workers Association and the City of Norco for Fiscal Year 2011-2012

RECOMMENDATION: a.) Approve the Memorandum of Understanding for Public Works and Parks Maintenance Workers Association for Fiscal Year 2011-2012 and b.) Adopt **Resolution No. 2011-___**, approving the Employer Paid Member contributions.

SUMMARY: The current Memorandum of Understanding (MOU) between the City of Norco and the Public Works and Park Maintenance Workers Association (PW&PMWA) covering the period of July 1, 2010 through June 30, 2011 is set to expire June 30, 2011. The parties have met to negotiate in good faith a new contract for FY 2011-2012. After several negotiating sessions, the City provided the PW&PMWA with its best and final offer and no agreement has been reached on a new contract. The parties are now at an impasse.

Staff is recommending that the City Council approve the imposition of a one year contract covering the period of July 1, 2011 to June 30, 2012 which includes a requirement for members of PW&PMWA to contribute 4% of the 8% employee PERS contribution rate. This will apply to employees hired on or prior to October 31, 2010. Employees hired on or after November 1, 2010 are currently required to pay their full 8% employee share of PERS contribution rate. This provision will continue under the new contract.

BACKGROUND/ANALYSIS: Staff and representatives of the PW&PMWA have been meeting over the last two months to negotiate a contract to replace the existing contract which expires June 30, 2011. These negotiation sessions have not resulted in an agreement for a new contract. At this time, the parties have reached an impasse and staff is recommending that Council approve a contract which will be imposed on the members of the PW&PMWA effective July 1, 2011.

The only change being recommended to the existing MOU for the Public Works and Parks Maintenance Workers Association is for the employees in this group who were hired prior to October 31, 2010 to start paying 4% of the 8% employee pension

contribution rate to the California Public Employees Retirement System effective July 1, 2011. Employees hired on or after November 1, 2010 are currently required to pay the full 8% share of employee pension contribution rate. They will continue to do so in FY 2011-2012.

As a housekeeping matter, language has been added to the MOU to clarify that certification pay will not be paid to employees who have lapsed/expired certificates and that pay will not be made retroactively after the certificates are renewed. PW&PMWA agrees with this housekeeping language clarification.

California Public Employees' Retirement System administrative procedure requires that the City Council approve the attached resolution in order to implement the percentage change to Employer Paid Member Contribution (EPMC) rate. The EPMC Resolution changes the City's contribution to 4% from 8%.

FINANCIAL IMPACT: The proposed change is estimated to result in \$23,980 budget savings to the City in FY 2011-2012. The General Fund portion of the savings is estimated to be \$5,757.

/mp-78600

Attachments:

MOU

Resolution No. 2011-____



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NORCO
AND
PUBLIC WORKS & PARKS MAINTENANCE WORKERS
ASSOCIATION**

July 1, 2011-June 30, 2012

**PUBLIC WORKS & PARK MAINTENANCE WORKERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

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**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NORCO AND
PUBLIC WORKS & PARKS MAINTENANCE WORKERS ASSOCIATION**

ARTICLE 1 PREAMBLE

Representatives of the City of Norco and the Public Works & Maintenance Workers Association have met and conferred on salaries and benefits for the Fiscal Year beginning July 1, 2011. The following items have not been agreed upon and have been submitted to the City Council for consideration and implementation by appropriate City Council action. The term of this Agreement shall be for a one (1) year period beginning July 1, 2011 and ending June 30, 2012.

ARTICLE 2 RECOGNITION

The City recognizes the Public Works & Parks Maintenance Workers Association as the exclusive representative of the following classifications:

Maintenance Worker Trainee
Maintenance Worker I/II
Maintenance Lead Worker
Meter Technician I/II
Inspector I/II
Water Quality Control Officer

ARTICLE 3 SALARIES

1. There shall not be any salary range adjustments for classifications represented by the Public Works & Parks Maintenance Workers Association.
2. Water Certification Pay: Employees who successfully complete a State mandated certificated program for job related certifications in water distribution and treatment that is not a requirement of initial employment, shall receive a special pay differential of two and one-half percent (2½ %) above base salary for each certificate to a maximum of five percent (5%) during the period of this agreement. (A Water Distribution Grade 1 (D1) certificate is a requirement of employment and is not eligible for certification pay under this program.)

Upon implementation of this program, existing employees that possess current certification levels in water distribution and/or water treatment above the minimum requirement of D1 shall be entitled to payment for one (1) such certificate in each category.

Employees must maintain a valid certificate to be eligible for the special pay differential. Employees who have lapsed/expired certificates will not be eligible for special pay and pay will not be paid retroactively.

<u>Classification</u>	<u>Required Certifications</u>
Maintenance Worker Trainee	State of California Grade I Water Distribution Operators Certification (within one year of employment).
Maintenance Worker	State of California Grade I Water Distribution Operators Certification
Meter Reader	State of California Grade I Water Distribution Operators Certification

Maintenance Worker II	State of California Grade II Water Distribution Operators Certification State of California Water Treatment I Certification
Maintenance Lead Worker	State of California Grade III Water Distribution State of California Grade II Water Treatment and/or State of California Grade II Sewer Collections Certifications
Water Quality Control Technician	State of California Grade III Water Distribution and Treatment State of California Grade III Water Treatment Operator and Backflow Specialist Certifications.

ARTICLE 4 P.E.R.S. BENEFITS

1. The City has a contract with CalPERS to provide employees with the 2.7% at 55 Full Formula (Section 21354.5).
Other benefits in the CalPERS agreement include:
 - a. Section 20965: Credit for Unused Sick Leave. Unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave.
 - b. Section 21574: Fourth Level 1959 Survivors Benefits. This benefit provides a higher level of 1959 Survivor Benefits to survivors of a member who dies prior to retirement.
 - c. Three-year final compensation (36 highest paid consecutive months)
2. Employees hired on or prior to October 31, 2010: The City has agreed to pay 100% of the employer and 4% of the employee's contribution rates toward retirement through the CalPERS Retirement System. Employees will pay 4% of the employee's contribution rates.
3. Employees hired on or after November 1, 2010: The City has agreed to pay 100% of the employer contribution rates toward retirement and the employee will pay 8% of the employee contribution rates toward retirement through the CalPERS Retirement System.

ARTICLE 5 HEALTH INSURANCE

1. The City will participate with the State of California for health benefit programs available through P.E.R.S.
2. Effective January 1, 2011, the City agrees to pay up to \$1250 a month for those employees and their dependents enrolled in any of the available PERS health plans.
3. Any eligible employee who elects to opt-out of health benefits will be paid a monthly cash amount equal to the lowest basic single rate premium in lieu of health benefits, providing the following requirements are met:
 1. An election to opt-out of health benefits is completed.
 2. Proof of other coverage is provided.

Employees have the choice of adding their opt-out dollars to their deferred compensation plan, provided the IRS limit is not exceeded and appropriate change form is completed and submitted to Human Resources for processing.

ARTICLE 6 DENTAL INSURANCE

The City will provide a choice between a pre-paid dental insurance plan, fully paid by the City for both the employee and dependent coverage, and a fee-for-service dental insurance plan with the City's contribution limited to the cost of the pre-paid dental insurance.

ARTICLE 7 VISION INSURANCE

The City will provide a vision care plan that is fully paid by the City for both employee and dependent coverage.

ARTICLE 8 LIFE INSURANCE

The City will provide term life insurance benefit equal to the employee's annual salary (rounded to the nearest thousand) and \$5,000 dependent life benefit, fully paid by the City for both employee and dependent coverage. The annual salary will be the monthly base salary times twelve.

ARTICLE 9 LONG TERM DISABILITY INSURANCE

The City of Norco will offer an optional Long-Term Disability plan at the employee's expense.

ARTICLE 10 CONTINUOUS SERVICE BONUS

In recognition of years of service to the City, a Continuous Service Bonus shall be given on the anniversary date of the employee as follows:

- Five-year anniversary \$100
- Ten-year anniversary \$300
- Fifteen year anniversary \$500
- Twenty-year anniversary \$700
- Twenty-five year anniversary \$1,000
- Thirty-year anniversary \$1,250

ARTICLE 11 SICK LEAVE

1. Full-time employees assigned to the 36-hour workweek shall accrue 8.1 hours of sick leave per month.
2. Accumulated sick leave may be used for doctor and/or dental appointments for the employee or an immediate member of the employee's family or domestic partner. See Article 15, Section 2, for definition of immediate family.
3. Employees may use up to half of their accumulated sick leave for immediate family or domestic partner illness or medical emergency and up to three days of accumulated sick leave in addition to the three days of bereavement leave for the death of an immediate family member or domestic partner.

ARTICLE 12 EMPLOYEE ON LEAVE COMPENSATION

An employee on leave without pay, excluding CFRA, FMLA, Military and Disability, shall receive no compensation and shall accumulate no vacation or sick leave while on such leave but shall continue to receive the benefits of continuous service and insurance coverage. The employee's department head shall approve all leaves without pay.

ARTICLE 13 SICK LEAVE BUY-BACK

1. At the option of the employee, the City shall pay to each employee on the payroll immediately following December 1 of year, 40% of the employee's unused sick leave for the previous 12 months with the time paid to be deducted from the employee's total sick leave accumulation.
2. If the employee is enrolled in the City of Norco deferred compensation program, the employee will have the option of having the money placed in a deferred compensation account, provided the IRS limit is not exceeded and appropriate change form is completed and submitted to payroll for processing.
3. In order to be eligible for a sick leave buy back, the employee must have been employed with the City for six months and have successfully completed his/her probationary period as of December 1 of each year.
4. Individuals on probation due to promotions will be eligible for the buy back.

ARTICLE 14 SICK LEAVE BUY BACK ON SEPARATION

After ten years of service, the City shall pay 50 percent of any sick leave accumulation to the employee at the time of death, retirement or separation from the City up to a maximum of ninety days.

ARTICLE 15 BEREAVEMENT

1. Bereavement leave shall be provided in the amount of three days in the event of the death of a member of the employee's immediate family. Such bereavement leave shall not be deducted from an employee's accumulated sick leave.
2. Immediate family shall be defined as any relative by blood or marriage who is a member of the employee's household, domestic partner, and any parent, grandparent, spouse, child, brother or sister of the employee, or the parent or brother or sister of the employee's spouse, regardless of residence.

ARTICLE 16 JURY DUTY

1. An employee of the City who is requested to serve on jury duty shall notify his/her supervisor who shall in turn notify his/her department head.
2. While serving on jury duty, an employee shall receive his/her regular salary from the City. The employee shall remit to the City all compensation received as a result of serving on jury duty, except mileage reimbursement.
3. Jury duty limit will be 72 paid hours per year. An employee must submit documentation of court attendance. Jury duty will be paid for regularly scheduled work days up to the maximum of 72 paid hours per year. Documentation must be attached to corresponding time sheet for payment.

ARTICLE 17 HOLIDAYS

1. Employees shall receive the following paid days off for holidays each year:
 - New Year's Day
 - Martin Luther King's Birthday (third Monday in January)
 - Washington's Birthday (third Monday in February)
 - Memorial Day (fourth Monday in May)
 - Independence Day
 - Labor Day

- Veteran's Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Birthday

The birthday holiday must be taken within the pay period of the employee's birthday.

- 3 Floating Holidays

New hires' floating holidays will be pro-rated. If hired between July 1 – October 31 new hires will accrue three (3) floating holidays, if hired between November 1 – February 28 new hires will accrue two (2) floating holidays, if hired between March 1 – June 30 new hires will accrue one (1) floating holiday. New hires are not required to complete probation to use accrued floating holiday(s). Days off must have prior approval by immediate supervisor. All floating holidays must be used or will be lost by June 30 each year.

2. In the event when any holiday falls on a Friday or Saturday the Thursday preceding shall be observed as the holiday, or if the holiday falls on a Sunday, the Monday following shall be observed as the holiday.
3. The City shall pay nine (9) hours for each holiday.

ARTICLE 18 VACATION

1. Full-time employees shall receive vacation accruals as follows:

<u>Vacation Accumulation Accrual</u>	<u>Hours of Service</u>	<u>Maximum</u>
86.4 hours per year / 3.32 hours per pay period	Up to 7,488	192 hours
129.6 hours per year / 4.98 hours per pay period	7,489 – 16,847	288 hours
151.2 hours per year / 5.82 hours per pay period	16,848 - 26,207	336 hours
172.8 hours per year / 6.65 hours per pay period	26,208 – 99,999	384 hours

2. Employees will cease to accrue vacation hours when in any pay period they exceed two times their annual accrual as determined by their anniversary date.

ARTICLE 19 COMPENSATORY TIME

1. In lieu of overtime pay, employees may be granted compensatory time, if requested by the employee and approved in advance by the City Manager or designee. However, it is the City's intent to minimize compensatory time authorization. Therefore, employees should not expect to have compensatory time authorized.
2. Compensatory time granted will accrue at a rate of one and one half hours per overtime hour worked, except for overtime worked on holidays and weekend emergency call outs.
3. Compensatory time granted will accrue at a rate of two hours per overtime hour worked on holidays and weekend emergency call outs.
4. Employees may accumulate 72 hours of compensatory time used at the employee's discretion with the approval of the immediate supervisor.
5. All time worked in excess of 72 hours compensatory time will be paid.
6. The decision to allow compensatory time in lieu of overtime is solely a management decision.

7. Employees shall be allowed to carry over up to 72 hours compensatory time from one calendar year to the next.
8. Payment, if any, to employees to reduce a compensatory time balance, will be at the discretion of the City Manager.
9. Subject to the 72-hour limit above, management can be expected to approve an employee request for compensatory time in lieu of paid overtime if:
 - A. The request to accumulate time is for a specific reason (i.e. vacation, family need, medical need, lack of available sick or paid leave, etc.) generally related to a need for future paid time off; and
 - B. Hours to be accumulated as compensatory time are not reasonably expected to result in the need to backfill resultant lost productivity when the hours are taken off work, by necessitating a management decision to pay regular pay, overtime pay, or grant additional compensatory time to the requestor or another employee or require hiring temporary or consulting personnel.

ARTICLE 20 STANDBY

1. Assignment of personnel to standby shall be the prerogative of management and employees shall be subject to standby or call-out as deemed necessary.
2. Employees required to accept standby assignment will be compensated at the rate of one and one half hours per weekday and three hours per 24-hour shift for weekends and holidays.
3. The definition of weekends is Saturday 12:01 a.m. thru Sunday 12:00 p.m.
4. Employees required to accept backup standby assignments will be compensated at the rate of one hour per day.
5. Employees who are not on assigned standby but are "called out" are required to respond if contacted and instructed to report to work.

ARTICLE 21 OVERTIME

1. For employees assigned to the 36-hour workweek, the City will compensate employees for overtime in excess of 36 hours per week paid at a rate of time and one-half, except for holidays and emergency call outs on Saturday and Sunday.
2. Scheduled overtime work on weekends, Saturday 12:01a.m. thru Sunday 12:00p.m., will be compensated at a rate of time and one-half.
3. The City will compensate employees for overtime on holidays and weekend emergency call outs at a rate of double time. If the emergency call out extends into Monday morning, the entire call out period will be paid at double time until the call out ends or thru 6:00a.m. Monday morning, whichever is first.
4. An employee's scheduled workweek may or may not be a traditional Monday through Friday workweek. The City will not arbitrarily change an employee's work schedule to make Sunday a regular work day and thus, avoid paying overtime to the employee. Notwithstanding the preceding sentence, the Association understands that the City has management rights to set the work schedule of any new hires from the date of amendment dated May 24, 2007 and that such schedule may include Sunday as a regularly scheduled workday and thus will not be subject to overtime compensation under the Federal Labor Standards Act (FLSA).

5. The regular 36-hour workweek is considered to be 36 hours of paid time, which will include holidays, sick leave, vacation and compensated time off.

ARTICLE 22 EMERGENCY CALL OUT

1. Employees will be compensated for a minimum of two hours when performing emergency call out work.
2. Employee compensation rate is addressed in Article 21.

ARTICLE 23 COURT TIME COMPENSATION

City employees will be compensated for City of Norco duty-related and required court appearances in those cases where the employee is required to report to the court when he/she is not scheduled to work.

ARTICLE 24 TUITION REIMBURSEMENT

1. The City will provide tuition reimbursement in an amount not to exceed \$400 per quarter, not to exceed \$800 per year, for the purpose of offsetting costs of actual tuition and/or book expense incurred by such employee.
2. The benefit is intended only for courses related to the furtherance of employees' career with the City.
3. To be eligible for reimbursement, the course must be pre-approved by the Department Head and City Manager prior to enrollment.
4. Receipts will be required prior to reimbursement.
5. All persons participating in the tuition reimbursement program must maintain a passing grade of "C" and submit satisfactory proof to the Department Head. A grade of "B" will be required for master's level class reimbursement.
6. Should an employee fail to obtain a passing grade of C (or B for master's level courses) or fail to complete the course, he/she shall be obligated to reimburse the City for his/her reimbursement if prepayment had been made.

ARTICLE 25 ACTING PAY

1. Employees shall be eligible for acting pay for temporarily filling a position of a higher classification beyond a period of ten consecutive workdays or for filling a position of a higher classification for an interim period during a vacancy.
2. Employees shall be compensated one step or at a rate of five percent higher than his/her current salary if his/her current position is in a range that overlaps the range of the higher classification being filled, or be compensated two steps or at a rate of ten percent higher than his/her current salary, if the position being temporarily filled is beyond subject employee's pay range.
3. Eligibility for acting pay shall be determined by employee's Department Head.

ARTICLE 26 UNIFORMS

1. The City shall purchase all special equipment and uniforms required of an employee in relation to the employee's job duties.
2. All uniforms purchased by the City, and all identifying patches, badges, etc., must be returned to the City when an employee terminates his/her employment.
3. The City shall approve the store to be used for purchase of uniforms and boots.

ARTICLE 27 DEFERRED COMPENSATION

1. The City of Norco offers a deferred compensation plan.
2. Any City employee may elect to participate. The plan provides employees the ability to defer current income from state and federal taxes to provide future payments upon death, disability retirement or separation from the City.
3. Employees may defer a minimum of \$10 per payroll period up to a maximum that is determined by Internal Revenue Service Code 457K.
4. The provisions of deferred compensation are subject to change in accordance with Internal Revenue Code Section 457.

ARTICLE 28 STATE DISABILITY INSURANCE

1. Employees of the City are covered under State Disability Insurance.
2. The State Disability Insurance (SDI) shall provide benefits to employees consistent with state laws, and shall be paid per state law.
3. An employee may request to supplement his/her State Disability Insurance with his/her available sick leave or vacation time to maintain a regular salary while receiving disability benefits.

ARTICLE 29 INJURY ON DUTY – WORKERS COMPENSATION

1. An employee injured on the job must notify their supervisor and Human Resources immediately and submit claim form within one business day of injury and/or illness.
2. Unless an employee has completed a "Designation of Personal Physician" form prior to an injury and/or illness, an employee needing medical treatment should be referred to the City's authorized clinic to be provided with medical care.
3. The City Worker's Compensation Insurance Program shall provide compensation to employees injured on duty consistent with state laws and other worker's compensation laws. An injury must meet the test of both arising out of employment and occurring during the course of employment to be compensable under worker's compensation.
4. An injured employee under Worker's Compensation may request to supplement his/her Worker's Compensation payments with his/her available sick leave or vacation time to maintain a regular salary while on Worker's Compensation.

ARTICLE 30 LAYOFF PROCEDURE

1. For the purpose of providing reemployment opportunities for individuals who may be laid off from their employment with the City of Norco, the City shall establish a "reemployment list."
2. Employees shall remain on the reemployment list for a period of one year from the date of the receipt of notice of layoff.
3. The reemployment list shall be used for individuals who will be eligible for appointment to a position that he/she held at the time of layoff from the City, or to a specific classification previously held with the City should such a position become vacant.
4. The reemployment list shall have priority over open competitive examination employment lists established by the City for a position affected by the reemployment list.

ARTICLE 31 SEVERANCE PAY – LAYOFF

Severance pay will be provided upon layoff from the City. The severance pay shall be one week of compensation at six months employment, two weeks compensation at eighteen months, three weeks compensation at thirty months employment, and four weeks compensation at forty-two months or more of employment.

ARTICLE 32 MANAGEMENT RIGHTS

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services.

ARTICLE 33 PROVISIONS OF LAW

If any article or section of this agreement, or any addition thereto, should be held invalid by operation of law, or by a tribunal or office of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal or office, the remainder of this agreement shall not be affected thereby and all parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 34 GENERAL PROVISIONS

1. The parties acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understandings arrived at after the exercise of that right are set forth in this MOU and constitute the complete and total contract between the City and the PW & PMWA with respect to wages, hours, and other terms and conditions of employment.
2. Any prior or existing Memoranda of Understanding between the parties regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

CITY OF NORCO

**PUBLIC WORKS & PARKS
MAINTENANCE WORKERS ASSOCIATION**

Andy Okoro,
Deputy City Manager/Director of Finance

Myrna Paakkonen, Human Resource Analyst

Date: _____

Michael Blanco, President

Abel Garcia, Vice President

Henk Koke, Vice President

Michael Kulick, Vice President

Date: _____

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, CALIFORNIA, FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of the City of Norco has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the City of Norco has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Norco of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the City of Norco has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all Public Works and Parks Maintenance Workers Association members.
- This benefit shall consist of paying 4% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be July 1, 2011.

NOW THEREFORE, BE IT RESOLVED that the governing body of the City of Norco elects to pay EPMC, as set forth above.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on June 1, 2011.

Mayor of the City of Norco, California

ATTEST:

Brenda K. Jacobs, City Clerk
City of Norco, California

June 1, 2011

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a regular meeting held on June 1, 2011 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California on June 1, 2011.

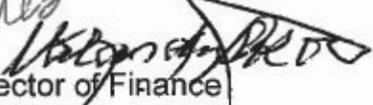
Brenda K. Jacobs, City Clerk
City of Norco, California

/mp-78601

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Andy Okoro, Deputy City Manager/Director of Finance 

DATE: June 1, 2011

SUBJECT: Approval of a Memorandum of Understanding between the Norco Firefighters Association and the City of Norco for Fiscal Year 2011-2012

RECOMMENDATION: Approve the Memorandum of Understanding for the Norco Firefighters Association for Fiscal Year 2011-2012.

SUMMARY: The current Memorandum of Understanding (MOU) between the City of Norco and the Norco Firefighters Association (NFA) covering the period of June 6, 2007 through June 30, 2011 is set to expire at the end of this month. The parties have met to negotiate a new contract for FY 2011-2012. Although both sides worked diligently to discuss concessions and other items, agreement has not been reached. Therefore, the City provided NFA with its best and final offer. It has not been accepted and the parties are at impasse.

Staff is recommending that the City Council approve the imposition of a one year contract covering the period of July 1, 2011 to June 30, 2012.

BACKGROUND/ANALYSIS: Staff and representatives of the NFA have been meeting to negotiate a contract to replace the existing contract which expires June 30, 2011. These negotiation sessions have not resulted in an agreement for a new contract. At this time, the parties have reached an impasse and staff is recommending that Council approve a contract which will be imposed on the members of the NFA effective July 1, 2011.

The key changes being recommended to the existing MOU are:

- A 22% reduction in the current salary ranges for all classifications covered by the NFA
- No change in the current CalPERS pension retirement formula of 2% at 50
- Management's rights to determine how and when to fill vacancies created due to vacation, sick leave, compensatory leave, retirement leave, disability leave, bereavement leave, association time and recall (constant staffing)
- Elimination of education incentive pay
- Replacement of longevity pay differential with a continuous service bonus
- A financial cap on City paid health insurance premium subsidy

FINANCIAL IMPACT: The proposed changes to the contract are estimated to generate total cost reductions of \$1,025,000 during the term of the contract.

Attachment: MOU



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NORCO
AND
NORCO FIRE FIGHTERS ASSOCIATION**

JULY 1, 2011 – JUNE 30, 2012

**NORCO FIREFIGHTERS ASSOCIATION
COMPREHENSIVE MEMORANDUM OF UNDERSTANDING**

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ARTICLE 1 PREAMBLE

1. Representatives of the City of Norco and the Norco Firefighters Association have met and conferred on salaries and benefits for ~~a contract extension period beginning June 6, 2007~~ Fiscal Year 2011. The following ~~items have been agreed upon and~~ MOU will be submitted to the City Council for approval and will be implemented by appropriate City Council action. The terms of this Agreement shall be for the period beginning ~~June 6, 2007 and ending on June 30, 2011~~ July 1, 2011 and ending June 30, 2012.

ARTICLE 2 RECOGNITION

1. The City recognizes the Norco Firefighters Association Local #3806 as the exclusive representative of the following classifications:
 - a. Fire Captain, Fire Engineer, Firefighter, Firefighter Paramedic and Fire Prevention Specialist.
2. Said classifications constitute all of the City employees represented by the Norco Firefighters Association.

ARTICLE 3 SALARIES

1. ~~Effective on July 1 of each year (2007, 2008, 2009 and 2010) the salary ranges for the classifications of Firefighter, Firefighter Paramedic, Fire Engineer, Fire Captain and Fire Prevention Specialist shall be adjusted to the "average" established by benchmark compensation survey data for each classification. The survey data will be based on compensation provided in cities in the Inland Empire with municipal fire departments, which are Cathedral City, Colton, Loma Linda, Montclair and Palm Springs. The City and the Association will conduct a compensation study beginning on June 1 of each year using the following components which will be effective on July 1 of each year of this Agreement:~~

~~• Top step of the salary range;~~

- ~~PERS employer-paid member contributions;~~
- ~~Cafeteria plan contributions;~~
- ~~Health insurance premium payments;~~
- ~~Dental insurance premium payments;~~
- ~~Vision insurance premium payments; and~~
- ~~Uniform allowance.~~

~~—The City and the Association agree to meet to confirm the results of the survey. During the term of this contract the salary ranges for the classification of Firefighter, Firefighter Paramedic, Fire Engineer, Fire Captain and Fire Prevention Specialist will be reduced by twenty-two percent (22%). Future compensation will not be based on survey of any City or cities but on the City of Norco's ability to pay.~~

2. ~~Effective on July 1 of each year (2007, 2008, 2009, and 2010) the salary range for the classification of Fire Prevention Specialist shall be adjusted to the "average" based on a 36-hour work week (90% of the average) established by benchmark compensation survey data. The survey will be conducted in the same manner as outlined in section 1 of this Article.~~

ARTICLE 1 P.E.R.S.

1. The City has contracted with P.E.R.S. to provide the following benefits to members of the Norco Firefighters Association except the position of Fire Prevention Specialist which is covered under the City's Miscellaneous pension retirement formula.
2. ~~2% at 50 (Government Code Sec.21252.01). Beginning on July 1, 2010, the City shall begin the implementation process with PERS to ensure that all administrative requirements are met for future contract amendments to provide the 3% at 50 retirement formula. Effective prior to June 30, 2011, the City shall amend its contract with PERS to provide Local Safety Benefit 3% at 50 for the classifications of Fire Captain, Fire Engineer, Firefighter Paramedic, Firefighter and Fire Prevention Specialist.~~

3.2. Credit for unused sick leave (Government Code Sec. 20862.8).

4.3. Fourth Level 1959 Survivors Benefits (Government Code Sec. 21382.2).

5.4. Final compensation determined by "Highest Single Year of Service"
(Government Code Sec. 20024.2).

ARTICLE 2 HEALTH INSURANCE

~~1. 4. The City will participate with the State of California for health benefit programs available through CalPERS.~~

~~2. The City agrees to pay up to \$1,250 a month for those employees and their eligible dependents enrolled in any of the available PERS health plans. If an employee elects a higher premium insurance plan, the employee will pay the difference.~~

~~The City will participate with the State of California for health benefit programs available through P.E.R.S.:~~

~~HMO PPO~~

~~Blue Shield HMO PERS Care~~

~~Kaiser PERS Choice~~

~~PORAC~~

~~2. The City will pay the full cost (100%) of the HMO or PPO plans for employees and dependents. However, if an employee decides to elect coverage in PERS Care, he/she must pay the difference in cost between PORAC and PERS Care.~~

3. The City will provide equal medical contribution for active and retired employees (Government Code Sec. 22825.6) except for employees hired after September 17, 2004 or who have elected to vest under the City's vesting schedule as regulated by Government Code 22825.5. These employees, upon retirement, will be subject to the vesting schedule as follows:

- a. A minimum of ten years of earned service credit is required to receive 50% of premium payment for the retiree and dependents.
- b. Five of the those ten years of service credit must be performed at the City of Norco.
- c. Each additional service credit year after ten years increases the City's premium payment by 5% until 20 years at which time the retiring employee is eligible for 100% premium payment for self and dependents.

- d. Once an employee has completed 20 years of earned P.E.R.S. service credit and met the requirements of item c above, the City will pay the full cost (100%) of the HMO or PPO plans for the retiree and his/her dependents.

ARTICLE 3 DENTAL INSURANCE

1. ~~In addition to health insurance benefits as offered through P.E.R.S., the City will provide a choice between a pre-paid or a fee-for-service dental plan which will provide a benefit level equal to or greater than the existing Delta Dental plan, fully paid by the City for both employee and dependent coverage. The City will provide choice of Dental HMO or Dental PPO insurance. The City will fully pay premium for employee and dependent coverage for Dental HMO. If employee elects to enroll in Dental PPO, the employee will pay the cost difference in premium.~~

ARTICLE 7 VISION INSURANCE

~~The City will provide a vision care plan that is fully paid by the City for both employee and dependent coverage.~~

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ARTICLE 7 LIFE INSURANCE

1. Term life insurance benefit equal to their annual salary (Rounded to the nearest thousand) and \$5,000 dependent life benefit; fully paid by the City for both employee and dependent coverage. The annual salary will be the monthly base salary times twelve (12).

ARTICLE 8 LONGEVITY PAY/CONTINUOUS SERVICE BONUS

~~In recognition of years of service to the City, a Continuous Service Bonus shall be given on the anniversary date of the employee as follows:~~

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- ~~To encourage retention of trained, competent personnel in the Fire Department, employees in classifications represented by the NFA shall receive a Longevity Pay differential of one percent (1%) over the base salary amount, effective with the beginning of the first full pay period following the employee's anniversary date for each five (5) years of consecutive service in the Nereco Fire Department to a maximum of six percent (6%).~~
- ~~Employees hired after July 1, 2007 covered by this agreement shall not be eligible to receive Longevity Pay.~~
- Five-year anniversary \$100
- Ten-year anniversary \$300
- Fifteen-year anniversary \$500
- Twenty-year anniversary \$700
- Twenty-five year anniversary \$1,000
- Thirty-year anniversary \$1,250

ARTICLE 9 SICK LEAVE

1. Shift personnel shall earn 12 hours sick leave per month.
2. Accumulated sick leave may be used for doctor and/or dental appointments for the employee or an immediate member of the employee's family.
3. Shift personnel may use up to ninety six (96) hours of accumulated sick leave for immediate family illness or medical emergency and up to forty eight (48) hours of accumulated sick leave in addition to the forty eight (48) hours of bereavement leave for the death of an immediate family member.

4. Fire Prevention Specialist assigned to the 36-hour work week shall:
accrue 8.1 hours per month; may use up to 54 hours of accumulated sick leave for immediate family or domestic partner illness or emergency; and use up to 27 hours of accumulated sick leave in addition to the 27 hours of bereavement leave for the death of an immediate family member or domestic partner.
- 4.5. Sick leave hours will not accrue if employee is on an unpaid leave of absence.

ARTICLE 10 ANNUAL SICK LEAVE BUY BACK

1. At the employee's option, the City shall pay to each employee on the payroll immediately following December 1 of each year 40% of his/her unused sick leave for the previous twelve months with the time paid to be deducted from the employee's total sick leave accumulation.
2. The employee if enrolled in the City of Norco deferred compensation program will have the option of having the money placed into a deferred compensation account.
3. In order to be eligible, an employee must have been with the City for six months and successfully completed his/her probationary period as of December of each year.
4. Individuals on probation due to promotions will be eligible.

ARTICLE 11 SICK LEAVE BUY BACK ON SEPARATION

1. The City shall pay fifty (50) percent of any sick leave accumulation at time of retirement or separation from the City, after ten (10) years of service.

ARTICLE 12 BEREAVEMENT

1. Bereavement leave shall be provided in the amount of forty eight (48) hours in the event of a death of a member of his/her immediate family and such bereavement leave shall not be deducted from an employee's accumulated sick leave. Employees in the classification of Fire Prevention Specialist shall be provided with bereavement leave in the amount of 27 hours.
2. Immediate family shall be defined as any relative by blood or marriage who is a member of the employee's household and any parent, grandparent, spouse, child, brother or sister of the employee, or the parent or brother or sister of the employee's spouse, regardless of residence.

ARTICLE 13 HOLIDAYS

1. The City will pay each employee one hundred and sixty eight (168) hours of holiday pay at one and one quarter (1 1/4) times their hourly rate.
2. Holiday pay will be paid bi-weekly and classified as holiday pay, on a pro-rata basis (168/26) or 6.46 hours per pay period.
3. Employees shall not be allowed to use holiday leave time for compensation during absences from work.
4. In lieu of items 1 and 2 above, employees in the classification of Fire Prevention Specialist shall be provided with the City's ~~eleven~~-standard paid holidays, plus ~~two~~ floating holidays and a birthday holiday. Policies with respect to holidays that pertain to other City of Norco employees shall be applicable the Fire Prevention Specialist classification.
- 4.5. Holiday pay will not be paid if employee is on an unpaid leave of absence.

ARTICLE 14 FORTY HOUR PAY INCENTIVE

1. Shift personnel (Captains, Engineers, Firefighters, and Firefighter Paramedics) shall be compensated an additional seven and one-half percent (7.5%) salary differential over the base rate when those positions are assigned to a forty hour work week assignment.

2. The differential shall commence after the completion of eighty (80) hours worked in this assignment.
3. The differential will not apply to assignments that are requested by the employee, light duty assignments to accommodate work restrictions because of work-related injury and training to acquire initial paramedic certification.
4. All time accrued will continue to accrue at shift rates.
5. Reductions for time off will be reduced at a forty hour rate.

ARTICLE 15 PROCEDURE FOR FILLING ALL POSITION VACANCIES

1. ~~The City of Norco shall use the following procedures when will determine when coverage is needed in filling vacancies created due to Vacation, Sick Leave, Compensatory Leave, Bereavement Leave, Disability Leave, Retirement Leave, Department Time, Association Time, Recall and No Notice, including ranks to be used to fill each vacancy.~~
2. ~~Positions shall be filled Rank for Rank.~~
3. PURPOSE
 - a. ~~To provide a fair and equitable distribution of overtime to suppression personnel.~~
 - b. ~~To provide the Captains at Station 822 with a standard procedure to fill leave requests.~~
4. SCOPE
 - a. ~~This policy shall apply to Captain, Engineer, Firefighter and Firefighter Paramedic.~~
5. RESPONSIBILITY
 - a. ~~It shall be the responsibility of all Captains to thoroughly understand and implement this policy.~~
 - b. ~~It shall be the responsibility of all personnel to thoroughly understand and comply with this policy.~~

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~~c. It shall be the responsibility of the clerical staff to maintain master copies of all forms used in this policy and to provide the Constant Staffing Coordinator and Company Officers with these forms upon request.~~

~~d. On duty Captains at Fire Station 822 shall be designated as the Constant Staffing Coordinator.~~

~~e. The Chief shall designate a Program Coordinator.~~

~~(1) The Program Coordinator will be responsible to fill long term vacancies or absences.~~

~~6. PROCEDURES~~

~~a. COMPLETING LEAVE REQUEST FORM~~

~~(1) Captains must complete 12-18.~~

~~(2) Employees shall complete a Leave Request Form when requesting time off.~~

~~(3) Name - Print name of employee requesting leave.~~

~~(4) Station/Shift - Current work assignment.~~

~~(5) Date - Date form is being completed.~~

~~(6) Type of Leave Requested - Indicate type of leave requested.~~

~~(7) Dates Requested - Circle the date(s) off requested.~~

~~(8) Do not include dates of day(s)/shift(s) you are not normally scheduled to work.~~

~~(9) Month - Fill in the month for days requested.~~

~~(10) Total Days/Shifts - Print total days/shifts you are requesting.~~

~~(11) Total Hours - List total hours requested.~~

~~(12) Personnel Covering - To be filled in by Constant Staffing Coordinator for hours in excess of 12 hours.~~

~~(a) Date of Coverage - List date(s) person will be covering (i.e. 4/3-5/7).~~

~~(b) Month - Fill in the month for the day(s) coverage will be provided.~~

~~(c) Date - Circle the dates that coverage will be provided.~~

- (d) — Total hours — Enter the total hours of coverage provided.
- (e) — Signature — Name of person providing coverage and signature of Constant Staffing Coordinator.
- (f) — Total Hours — List total hours person will be covering.
- (13) — Captain/Supervisor's Signature — The Captain/Supervisor of the employee requesting leave shall sign the form after determining all appropriate sections of the leave request have been properly completed.
- (14) — After the leave request form has been properly completed, the individual requesting leave shall hand deliver the leave request form to the on duty Constant Staffing Coordinator.
- (15) — The Constant Staffing Coordinator shall follow the policy in Section D, filling the leave request.

b. — PHONE REQUESTS

- (1) — Phone request may be made if acceptable by the on duty Constant Staffing Coordinator.
- (2) — When requests are made via telephone, the request must be directed to the Constant Staffing Coordinator.
- (3) — It is the employee's responsibility to call back to confirm that the employee's leave request has been filled.
- (4) — If acceptable the Constant Staffing Coordinator must complete the leave request form for the employee.
- (5) — Phone request less than 12 hours covered by the employee:
 - (a) — The employee must contact the Constant Staffing Coordinator to determine from the Overtime List who to contact to fill the leave request.
 - (b) — The person providing coverage shall contact the Constant Staffing Coordinator for verification.
 - (c) — The Constant Staffing Coordinator must immediately enter those hours covered in the appropriate areas of the Overtime Book.

~~c. — ESTABLISHMENT OF HOURS~~

- ~~(1) — Overtime hours shall be zero for fire suppression employees on January 1st of each year.~~
- ~~(2) — Every employee in the ranks of Captain, Engineer and Firefighter and Firefighter-Paramedic will be assigned a number based on previous years' hours. The employee who had the least amount of hours from the previous year will be assigned #1.~~
- ~~(3) — If there is more than one employee with the same number of hours, seniority in rank shall be used.~~

~~d. — FILLING OF LEAVE AND LEAVE REQUESTS~~

- ~~(1) — Within each rank, leave requests shall be filled rank for rank on a total hours basis.~~
- ~~(2) — The employee of the same rank with the least amount of hours shall be selected first.~~
- ~~(3) — Leave requests shall be filled on a first come, first served basis, based on the date the Constant Staffing Coordinator signs the request.~~
- ~~(4) — When filling leave requests, employees will be contacted as follows:
 - ~~(a) — As soon as the Constant Staffing Coordinator receives the leave request form they shall immediately sign and date the Leave Request Form.~~
 - ~~(b) — As soon as the Constant Staffing Coordinator receives notification of Leave where no leave request has been completed as would be the case in Sick, No Notice, Recall etc; they shall fill the vacancy utilizing the guidelines outlined below, with the exception of three (3) hours or less coverage.~~~~

- (c) ~~The Constant Staffing Coordinator shall attempt to make phone contact first and then pager contact with the individual of the same rank who has the least amount of total hours.~~
 - i) ~~If no contact is made a message will be left advising the individual of the overtime opportunity and to instruct them to contact the Constant Staffing Coordinator.~~
 - ii) ~~If a pager number is available the Constant Staffing Coordinator shall page the individual and wait a minimum of fifteen minutes for a response. (Not required for emergency or immediate need).~~
 - iii) ~~If no contact has been received within the fifteen minute period the Constant Staffing Coordinator shall repeat the above procedure, moving to the next individual of the same rank with the next least amount of total hours.~~
 - iv) ~~This procedure will repeat until all individual of the same rank have been contacted.~~
 - v) ~~There will be no mandatory coverage if less than fourteen days notice. (See Rules)~~
 - vi) ~~The Constant Staffing Coordinator shall complete Calendar and Overtime sections in the Constant Staffing Notebooks.~~
- (5) ~~The Constant Staffing Coordinator shall fill all leave requests greater than 12 hours.~~
- (6) ~~All leave requests of 12 hours or less will be filled by the employee making the request utilizing the Overtime List.~~
 - (a) ~~Information from the overtime list must be obtained from the Constant Staffing Coordinator.~~

- (b) — ~~The employee requesting the time off is responsible to see that all paperwork has been completed and hand-delivered to the Constant Staffing Coordinator for recording in the Constant Staffing Notebooks.~~
- (7) — ~~Leave of 12 hours or less can have personal exchange hours attached up to an additional 12 hours, however the leave still must be offered to the employee of the same rank with the least amount of hours first.~~
 - (a) — ~~Employees cannot choose to work only a portion of the leave unless acceptable by all parties involved.~~
- (8) — ~~The employee providing coverage for 12 hours or less will be charged for those leave hours worked.~~
- (9) — ~~Time off is not authorized until all paperwork has been submitted to the Constant Staffing Coordinator and the hours have been logged.~~
- (10) — ~~No mandatory coverage for a department recognized holiday.~~
- (11) — ~~In the event that there isn't anyone available to work for a given day, the leave request will be denied. (See Mandatory Coverage)~~
- (12) — ~~Once the employee has accepted to work the overtime, the employee is required to find their own replacement if unable to work the overtime (emergency situations excluded) providing contact can be made with the individual who has the least amount of total hours on the list by the Constant Staffing Coordinator.~~
 - (a) — ~~The Constant Staffing Coordinator is not required under non-emergency situations to look for alternate coverage.~~
 - (b) — ~~If the person with the lowest hours does not want to work then the individual can go to the next lowest person on the list.~~

- i) — No personnel on the list will be by-passed unless they have refused.
- ii) — Not home is not acceptable.
- (c) — If a replacement person is found he will be charged with those hours worked.
- (d) — The individual giving up the hours will still be charged for the hours as if he had worked them.

e. — MANDATORY COVERAGE SYSTEM

- (1) — There shall be a mandatory list established for each rank and kept in the Constant Staffing Notebook.
- (2) — Any person off on scheduled leave shall not be considered for mandatory coverage.
- (3) — The list will be established in ascending order according to departmental seniority in rank, with those having the least seniority at the top of the list.
 - (a) — The list will be reestablished on January 1st of each year.
- (4) — When mandatory coverage is required the person with the least amount of hours that would not be required to work more than forty eight (48) consecutive will be contacted first.
 - (a) — If unable to contact the individual with the lowest number of hours then the Constant Staffing Coordinator shall proceed down the list until coverage has been obtained.
 - (b) — When an employee is mandatory those hours will be added to his or her Mandatory and Regular Overtime Hours.
- (5) — Mandatory coverage is to be used for Sick Leave, Disability Leave, Vacations, Compensatory Leave, Bereavement Leave, Retirement Leave, Department Time, Association Time, Recall and No Notice when there are no employees that volunteer to work.

- (6) — ~~Mandatory coverage will not be used for any scheduled leave unless submitted and signed by the Constant Staffing Coordinator 14 days in advance.~~
- (7) — ~~When an employee is mandatory, the hours which the employee has worked will be recorded in the Master Overtime Book.~~

f. — RULES

- (1) — ~~All new employees and promoted employees will be average plus one hour into the appropriate rank.~~
- (2) — ~~The average will be computed by adding up the total hours within the rank and dividing by the total number of personnel within the rank.~~
- (3) — ~~The emergency situation exclusion shall be defined as sickness, injury, family crisis or any other emergencies as deemed by Constant Staffing Coordinator.~~
- (4) — ~~Strike Team Coverage — Employees sent on a strike team assignment will be charged for all overtime hours worked if the total hours worked exceed four (4).~~
- (5) — ~~Employees will be charged for total hours worked if the total hours worked exceed four (4) hours for Emergency Recalls, and Department Time~~
- (6) — ~~If an employee accepts any overtime and decides not to work any portion of the overtime, he/she will be charged for those hours.~~
- (7) — ~~If an employee is injured on duty and is unable to work the next day's scheduled overtime, he/she will not be charged.~~
- (8) — ~~If an employee is scheduled to work a shift exchange and the employee will not be eligible to work overtime and will not be eligible to work mandatory coverage.~~

- ~~(9) — Two weeks notice to the Constant Staffing Coordinator is the minimum notice required for enforcement of mandatory coverage, except in special cases as determined by the Fire Chief, his representative, or the Constant Staffing Coordinator.~~
- ~~(10) — No mandatory coverage shall be ordered for less than a twenty-four (24) hour shift except for sick or no notice coverage.~~
- ~~(11) — No mandatory coverage shall be ordered that would require an individual to work more than 48 consecutive hours if other coverage less than 48 hours can be obtained.~~
- ~~(12) — Personnel are allowed to split their vacations and take less than 15 consecutive days; however, seniority shall apply to only the first vacation period submitted.~~
- ~~(13) — No mandatory vacation coverage shall be ordered for the Monday through Sunday Thanksgiving week or for the period from December 18th through January 1st of any calendar year.~~
- ~~(14) — No mandatory vacation or compensatory coverage shall be ordered for department recognized holiday.
 - ~~(a) — New Years Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, Birthday and Easter.~~~~
- ~~(15) — When an individual works more than 4 hours the total number of hours must immediately be reported to the Constant Staffing Coordinator for recording.~~
- ~~(16) — If leave time is canceled the Constant Staffing Coordinator must be contacted and the appropriate changes made to the Calendar and the Overtime List.~~

- (a) ~~The Constant Staffing Coordinator shall in red ink X out the names of the personnel that were scheduled to work the canceled days.~~
- (b) ~~Constant Staffing Coordinator shall then in the Overtime List in red ink subtract the scheduled hours that were canceled and also reduce the totals hours worked.~~
- (17) ~~The Constant Staffing Coordinator shall be the only person allowed to make entries in the Overtime Book.~~
- (18) ~~The Constant Staffing Coordinator will record the leave hours worked in black ink and the total hours worked in red ink.~~
- (19) ~~If a correction is necessary in the Overtime Book, Constant Staffing Coordinator shall draw a line through in red ink and initial.~~
 - (a) ~~No white out or eraser is to be used.~~
- (20) ~~On the last day of the month the Constant Staffing Coordinator shall total the hours from the Overtime List and the Mandatory List in the appropriate boxes.~~
 - (a) ~~The totals will then be transferred to the next months list.~~
 - (b) ~~Copies of the previous months Overtime List, Mandatory List and Calendar will be sent to each station for posting. (These copies are not to be used for coverage.)~~
 - (c) ~~The originals from the previous months Overtime List, Mandatory List and Calendar shall be stapled together and place in the previous months section of the Overtime Book.~~

ARTICLE 16 PROCEDURE FOR REPORTING SICK

1. ~~When reporting in sick, an individual must notify the on-duty Fire Captain at his/her assigned fire station as soon as he/she knows he/she will be absent from work; absolutely no later than 0630 hours the day of work to be missed.~~

ARTICLE 17 OPEN VACATION SELECTION PERIOD

1. Open vacation selection shall be accomplished using seniority in rank January 1st through March 31st of each calendar year.
2. Vacations do not have to be selected during this period. However, after the selection period ends, vacations will be approved on a first-submitted, first approved basis.

ARTICLE 18 VACATION

1. Full time shift employees shall be eligible for annual vacation leave as follows:

<u>VACATION ACCUMULATION</u>	<u>YEARS OF SERVICE</u>
Start of employment through 4 th year	144 / 5.54 hours per pay period
Start of 5 th year through 9 th year	216 / 8.31 hours per pay period
Start of 10 th year through 14 th year	240 / 9.23 hours per pay period
Start of 15 th years or more years	264 / 10.15 hours per pay period

Employees in the classification of Fire Prevention Specialist shall be eligible for annual vacation leave as follows:

<u>VACATION ACCUMULATION</u>	<u>HOURS OF SERVICE</u>	<u>MAXIMUM ACCRUAL</u>
86.4 hours per year / 3.32 hours per pay period	Up to 7,488	192 hours
129.6 hours per year / 4.96 hours per pay period	7,489 – 16,847	288 hours
151.2 hours per year / 5.82 hours per pay period	16,848 - 26,207	336 hours
172.8 hours per year / 6.65 hours per pay period	26,208 – 99,999	384 hours

2. ~~An employee will not earn vacation hours if there are no paid hours during a pay period.~~ Vacation hours will not accrue if employee is on an unpaid leave of absence
3. Effective at the beginning of that pay period of the **employee's** anniversary date, vacation hours will not be earned by an employee during a pay period when at the beginning of that pay period the employee has accumulated more than twice their prior year annual vacation accrual.

ARTICLE 19 COMPENSATORY TIME

1. Beginning July 1st of each fiscal year, shift personnel shall be allowed to accumulate and utilize a maximum of seventy-two (72) hours, total compensatory time in lieu of overtime pay on an annual basis. Fire Prevention Specialist personnel may accumulate sixty (60) hours of compensatory time in lieu of overtime pay on an annual basis.
2. Employees leaving City service with accrued compensatory time off shall be paid for all accrued compensatory time upon separation.
3. Payment for accrued compensatory time shall be straight time based on the employee's current rate.
4. Employees shall be allowed to carryover compensatory time balances from one fiscal year to the next. In the event of a balance carryover, that balance would be counted towards the new fiscal year's accrual cap.

ARTICLE 20 OVERTIME

1. Personnel called to work overtime will be paid at the rate of one and one half times their regular hourly wage.
2. The regular fifty-six hour work week is considered to be fifty-six hours of actual work which will include holidays, sick leave, vacation and compensated time off.
3. The City Administration will act as expeditiously as possible to fill any vacant position to avoid using personnel on overtime to fill in for vacancies.

ARTICLE 21 CALL BACK

1. A minimum of two hours compensation will be provided for an employee who is "called back" to duty after a break in service from his regularly scheduled duty shift.
2. A minimum two hours compensation will apply if the employee is required to spend less than that amount of time on duty as a result of the call back and further the employee will be compensated for the actual time worked should the call back exceed the two hour minimum.

ARTICLE 22 COURT TIME COMPENSATION

1. Fire personnel will be compensated for City of Norco "duty related" and required court appearances in those cases where the employee is required to report to the court when he/she is not on scheduled duty.

ARTICLE 23 TUITION REIMBURSEMENT

1. The City will provide tuition reimbursement in an amount not to exceed \$400.00 per semester or quarter, not to exceed \$800.00 per year, for the purpose of offsetting the costs of actual tuition and/or book expense incurred by such employee.
2. The benefit is intended only for courses related to the furtherance of employees' careers in the fire service.
3. To be eligible for reimbursement the course must be on a pre-approved list or must be submitted to the Fire Chief for approval at least two weeks prior to enrollment.
 - a. Pre Approved List
 - (1) Any Fire Science/Technology course offered by an accredited college.
 - (2) Any course offered by an accredited college that would apply and be necessary toward an Associate of Science, Associate of Arts, Bachelor of Science or Bachelor of Arts degree.
 - (3) Any California State Fire Marshal CFSTES (California Fire Service Training and Education Services) Course.
 - (4) Any CSTI (California Specialized Training Institute) Course.
4. Receipts will be required prior to reimbursement.
5. All persons participating in the tuition reimbursement program must maintain a passing grade of "C" and submit satisfactory proof to the Fire Chief. A grade of "B" will be required for master's level class reimbursement.

6. Should an employee fail to obtain a passing grade or to complete the course, or receive a grade "B" for master's level course he/she shall be obligated to reimburse the City for his/her reimbursement if prepayment had been made.

~~7. EDUCATION INCENTIVE PAY~~

~~To encourage retention of trained, competent personnel as well as professional development, employees in classifications represented by the NFA shall receive an Educational Incentive Pay differential as follows:~~

~~Associate Degree:~~

~~Employees who have completed six (6) months of employment with a "meets requirements" performance evaluation shall receive three percent (3%) over base salary for an Associate of Science or Arts Degree from an accredited community college.~~

~~Bachelor Degree:~~

~~Employees who have completed six (6) months of employment with a "meets requirements" performance evaluation shall receive six percent (6%) over base salary for a Bachelor of Science Degree from an accredited college or university. In no event shall an employee receive more than a total of six percent (6%) for Education Incentive Pay.~~

~~Employees shall not be eligible to receive Education Incentive Pay for a degree that is a requirement for employment.~~

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ARTICLE 24 HOURS OF WORK

1. Shift personnel shall work on the basis of a fifty-six (56) hour week with a three (3)-platoon system.
2. Shift hours shall be computed on a twenty-eight (28) day cycle.
3. The normal work hours shall be from 0800 hours to 1200 hours and 1300 hours to 1700 hours for performance of routine work projects.
4. The Fire Chief has the right to assign special assignments outside these hours.
5. The City shall use a series P-1 commonly referred to as a 2-on ("48 hours") and 4-off ("96 hours").

6. The Fire Prevention Specialist shall be assigned to the 36 hour work week which shall be comprised of four (4) nine (9)-hour shifts within the standard Monday through Friday work week with the hours of 8:00 a.m. to 6:00 p.m.

ARTICLE 25 PAY PERIOD

1. The pay period for all employees shall be bi-weekly.
2. If a payday falls on a holiday, payday will (if possible) be moved up to the first preceding working day prior to the holiday.

ARTICLE 26 ACTING PAY

1. Shift personnel shall be eligible for acting pay for performing in assigned out of grade positions (Fire Battalion Chief) after having performed in that same capacity for three (3) full shifts in a twelve (12) month period beginning with the first acting shift.
2. Employees shall be compensated one (1) step or at a rate 5% higher than his current salary if his current position is in a range that overlaps the range of the higher classification being filled, or be compensated two (2) steps or at a rate 10% higher than his current salary, if the position being temporarily filled is beyond subject employees pay range.

ARTICLE 27 UNIFORMS

1. The uniform maintenance allowance for shift personnel shall be \$240 per year.
2. Newly hired shift personnel will receive the stipulated uniform maintenance allowance at the initiation of employment.
3. If a newly-hired employee is terminated or resigns during his/her probationary period, the unused, prorated amount advanced at the initiation of employment shall be deducted from the employee's final paycheck.
4. The uniform maintenance allowance for non-probationary personnel shall be payable in two parts as follows:
 - (1) \$120 during the first two weeks of June

- (2) \$120 during the first two weeks of December
5. The required uniform pants, boots, and safety gear worn by shift personnel shall be provided on initiation of employment and shall be repaired or replaced by the City as it becomes worn, frayed, or damaged and may not be worn except as authorized by the department.
 6. All other clothing required by the department will be the employee's responsibility. Any clothing damaged during department-authorized operations shall be replaced at the City's expense.
 7. If the City changes the required uniform, the change shall occur as employees replace uniforms on an as needed basis; otherwise, the City will be responsible for payment of any change in uniform requirement.

ARTICLE 28 PHYSICAL FITNESS PROGRAM

- ~~1. Many benefits can be derived by both the employer and the employee from establishing a formal physical fitness program.~~
- ~~2. The employee benefits by decreasing his or her risk of heart attack, strains and sprains on the job, and general stress management.~~
- ~~3. Employees feel better about their physical performance.~~
1. ~~There are three bonuses for the employer: a potential decrease in workers' compensation expense, a potential decrease in on-the-job injuries and a better manipulative performance from their employees. The City will establish a job requirement physical agility test.~~

~~B. OBJECTIVES AND DEFINITIONS~~

- ~~1. It is recognized that firefighting/rescue work and related operations demand extreme levels of physical activity. Therefore, in an effort to provide better manipulative performance and insure a minimum level of employee physical fitness, the City of Norco Fire Department has formally established, by labor relations, Memorandum of Understanding, a mandatory physical fitness program for all sworn members.~~

A. PROCEDURES AND RESPONSIBILITIES

1. Daily, before 1200 hours but after morning apparatus and equipment checks are completed, all members shall participate in a physical workout.
2. The following fitness areas shall be of primary importance:
 - a. Flexibility
 - b. Cardiovascular system
 - c. Strength
3. Each Fire Captain shall be Exercise Coordinator for his/her crew.
4. Workouts shall include the following areas:
 - a. Warmup exercises
 - b. Flexibility exercises
 - c. Cardiovascular exercises
 - d. Limited strength exercises
5. One and one-half (1 1/2) hours shall be allotted to complete ~~this physical~~ fitness activity, including: transportation to and from location, exercise period, personal hygiene needs and dressing/undressing.
6. Fire companies are to remain available for emergency response at all times. The City will permit shift employees while on duty to utilize the LA Fitness Center. ~~The City of Norco will be responsible for all membership fees for all employees covered by this Agreement.~~ While at the Center, all employees must participate in physical fitness training and exhibit professional behavior and demeanor at all times. Employees will remain at all times available for immediate call response.
7. Station Captains, Shift Captains and/or the Fire Chief shall recognize physical workouts as a priority, and in scheduling other job-related activities shall try to leave an allotted time period before 1200 hours for such physical fitness training.
8. Station Captains, Shift Captains and/or the Fire Chief may change a crew's workout time due to unavoidable job related circumstances.
9. The following approved clothing shall be worn while participating in physical workouts:

- (1) Shorts - as approved by Fire Chief
 - (2) T-shirts - as approved by Fire Chief
 - (3) Sweat shirts and pants - as approved by Fire Chief
 - (4) Athletic shoes - as approved by Fire Chief
10. NOTE: All clothing shall be neat, clean, and in good condition at all times (not faded, dirty or full of holes). The entire torso shall be covered by a shirt or sweatshirt at all times while participating in physical workouts.
 11. No team sports shall be engaged in.
- B. DOCUMENTATION REQUIRED
1. All Fire Captains shall cause monthly Physical Fitness Progress Reports Form #NFD22.1) to be appropriately filled out on or before the tenth day of each month for each member of his/her crew, and shall regularly maintain such records.
- C. ACCOUNTABILITY
1. All personnel are expected to remain in top physical condition.
 2. All Fire Captains are required to coordinate the physical workouts for their crews.
 3. All Fire Captains are responsible for seeing that all crew members participate in physical fitness training and do so safely.
 4. All Fire Captains are responsible to alert management of any abnormal conditions that may develop.
- D. PHYSICAL EXAMINATION AND SCREENING
1. A regular schedule of physical examinations and screening shall be established to insure reasonable safety to all personnel.
 2. At a minimum the City shall cause examinations to be scheduled as reimbursed by employees' medical insurance program.

ARTICLE 29 SHOPPING POLICY

1. Once each shift, the crew members shall be allowed to shop for groceries. The shopping shall be within the City limits and in the crews first in district.
2. The crew shall be available for response at all times.

3. The apparatus shall be parked in a secure place that allows for easy departure in the event of a response.

ARTICLE 30 MANDATORY MESS AND COOKING POLICY

1. All members of the Norco Fire Department on shift shall participate in a mandatory mess. Exceptions to this article shall only be due to religious, dietary, or medical reasons and require approval of the Fire Chief. Except for unusual circumstances and emergencies, one member of the crew shall be allowed to cook and prepare meals during normal working hours.

ARTICLE 31 APPOINTMENTS AND PROMOTIONS

1. Appointments to vacant positions within the City at the entry level shall be based on merit and fitness as determined by competitive examinations and/or personal evaluations.
2. The City Manager or his/her designated representative shall coordinate the recruitment and selection procedures in cooperation with the departments involved.
3. An eligibility list of qualified candidates shall be established and an appointment may be made from among the qualified candidates.
4. The City shall post all vacant positions, whereby employees will be notified of openings within the agency.
5. For vacancies in positions above the entry level position, the City will give consideration to promotion from within; however, this is not a guarantee for promotion in the event more qualified persons from outside the City are found eligible for appointment.
6. Qualifications shall be determined by competitive examination either open or closed.
7. Eligibility lists shall be established by placing applicants in a certified band based upon the composite scores of all required examinations.
8. Each eligibility list shall consist of not more than six (6) bands, grouped at five percent (5%) increments.

9. The appointing authority requesting to fill a vacant position shall be permitted to select from the top band of eligible candidates until that group has been reduced to three (3) names or less and then can utilize the last three (3) names in that band and the next band of eligible candidates to make his/her selection.
10. Eligibility lists shall be valid for a minimum of six months, with the option of being extended to one year upon approval of the City Manager.
11. In cases of appointments and promotions where time is a factor, the City Manager may make or approve a temporary appointment to a position for a period not to exceed six months or until an eligibility list is established.
12. The City may also establish programs, including trainee programs designed to attract and utilize persons with minimal qualifications, but with potential for development, in order to provide career development opportunities among members of disadvantaged groups, handicapped persons, and returning veterans.
13. Such programs may provide for full-time appointment upon the satisfactory completion of the training period without further examination, for entry level positions only.
14. The minimum salary to be received by a person promoted from within the City shall be at least five percent (5%) higher than that salary he/she is promoted from, but not to exceed the top step of the new range.

ARTICLE 32 PROBATION

1. The probationary period of new and promoted fire personnel will be for one (1) year and may be extended for not more than six (6) months by the Personnel Officer.
2. These employees will be eligible to receive a merit increase based upon performance after ~~six (6) months~~ completion of probation.

- ~~3. — Vacation and sick leave will be accrued during probationary period. Vacation leave may be used after successful completion of probation period; sick leave may be used after six months of employment. For new fire personnel and credited to employee's record after satisfactory six (6) month evaluation.~~
- 4.3. The work and conduct of probationary employees shall be subject to review and evaluation and, if found to be below acceptable standards, the probationary employee may be dismissed by the Department Head.
- 5.4. Such dismissals while an employee is on probation shall not be subject to further review or appeal.
- 6.5. Employees previously employed by the City and on probation in promotional positions may be demoted to their previous position without the right of appeal, but may not be dismissed from the department without the right of a hearing as described under the section of the Personnel Rules and Regulations entitled, "Disciplinary Action".
- 7.6. An employee shall gain the status of a full-time non-probationary employee with the written approval of his/her Department Head and with the concurrence of the City Manager.
- 9.7. Time spent in a temporary position will be credited to the employee's probation period and all benefits granted accordingly. (This excludes Cadets.)

ARTICLE 33 LAYOFF PROCEDURE

1. The City agrees that, should it become necessary to reduce the number of personnel in the Fire Department for budgetary or other reasons, all part time and temporary personnel will be laid off first.
2. Layoffs for lack of work or lack of funds shall be on the basis of the City Council determined need for the function, department, position or duty.
3. Individual layoffs within individual classifications shall be based on the affected job class.

4. In determining the order of layoff, the City shall take into account job performance, seniority, specialized skills, and the City's need to operate. The City and Association has agreed to develop process for implanting this provision.
5. Employees subject to layoff for economic or budgetary reasons shall not have the right of appeal.
6. An employee whose position is eliminated may be reassigned to a vacant position in an equivalent or lower class for which he/she meets the minimum requirements--first in his/her own department, then in another City department--as described in the section of the Personnel Rules and Regulations entitled "Demotion" and as determined by the City Manager.
7. An employee may "bump" to a classification which he/she has previously held with the City and for which he/she has the qualifications.
8. If either of these options occur, the employee shall be placed at the pay rate closest to his/her former rate but consistent with his/her new range.
9. For the purpose of providing reemployment opportunities for individuals who may be laid off from their employment with the City of Norco the City shall establish a "reemployment list".
10. Fire Department shift personnel shall remain on the reemployment list for a two year period.
11. The list shall be used for reemployment purposes in terms of an individual being eligible for appointment to a position which was held at the time of layoff with the City or to a specific classification previously held with the City should such a position become vacant.
12. The reemployment list shall have priority over open competitive examination employment lists established by the City for a position affected by the reemployment list.
13. The concerns and needs of the City shall always be paramount in any layoff for any of the reasons as stated above.
14. Reemployment shall be on the basis of an evaluation of qualifications, performance and seniority.

ARTICLE 34 SEVERANCE PAY

1. Severance pay will be provided upon layoff from the City.
2. The severance pay shall be one week of compensation at six months employment, two weeks compensation at eighteen months employment, three weeks compensation at thirty months employment, and four weeks compensation at forty two or more months of employment.

ARTICLE 35 COMPLAINT AND GRIEVANCE PROCEDURE

1. SECTION 1. Purpose of Complaint and Grievance Procedure:
 - (1) It is the purpose to provide an effective and acceptable system whereby employees can seek resolution of grievances or complaints on matters affecting their jobs.
 - (2) All levels of administration and supervision are expected to inform and encourage employees to discuss matters affecting their employment.
2. SECTION 2. Definitions:
 - (1) Complaint: An allegation or charge that a wrong has been committed.
 - (2) Complaint Procedure: The process by which a determination is made as to whether or not a wrong has been committed.
 - (3) Grievance: An expressed claim by an employee that the City has violated, misinterpreted or misapplied an obligation to the employee as such obligation is expressed and written in the City Personnel Ordinance or Rules.
 - (4) Grievance Procedure: The process by which the validity of a grievance is determined.
 - (5) Representative: A person who at the request of the employee or management is invited to participate in grievance conferences.
3. SECTION 3. Complaint Procedure:
 - (1) Step 1: The employee should review and complaint with his/her supervisor. The supervisor is required to review every complaint and attempt to settle it as quickly and fairly as possible.

- (2) Step 2: If the Action taken by his/her immediate supervisor is not satisfactory, the employee may take his/her complaint to successive levels of supervision as determined by the chart of administrative organization up to and including the City Manager.

4. SECTION 4. Grievance Procedure:

- (1) Step 1: The employee shall inform his/her supervisor of his/her grievance and relevant facts within ten (10) working days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance.
 - (a) At least one conference shall be held between the employee and his/her immediate supervisor within two (2) working days after the employee expressed his/her grievance.
 - (b) The immediate supervisor shall advise the employee of his/her decision within two (2) working days following the conference.
- (2) Step 2: If the grievance is not resolved in Step 1, the employee shall put the grievance in writing and submit copies to his/her immediate supervisor and department head not later than five (5) working days following the completion of Step 1.
 - (a) The written grievance shall include a citation of the section(s) of the rules alleged to have been violated and remedy sought by the employee.
 - (b) The department head shall review the grievance and give his/her written decision to the employee within five (5) working days from receipt of the grievance.
- (3) Step 3: In the event the grievance is not resolved in Step –2, the employee may submit his/her grievance to the City Manager not later than five (5) working days following completion of Step 2.
 - (a) The City Manager shall have ten (10) working days in which to review the matter.
 - (b) At the conclusion of this review, he/she shall render his/her decision in writing to the employee and other concerned parties.

- (4) Step 4: If the grievance is not resolved in Step 3, the employee may request in writing that the grievance be referred to the Personnel Committee.
 - (a) Such request shall be made within seven (7) working days after receipt of the decision in Step 3.

5. SECTION 5. General Provisions:

- (1) No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures by reason of such use.
- (2) Forms for filing and processing grievances and other documents necessary under these procedures shall be provided to the Personnel Officer and given appropriate distribution.
 - (a) All documents, communications, and records dealing with the processing of grievances shall be filed separately from personnel files.
- (3) Failure at any step of this procedure to communicate the decision on the grievance within specified time limits – shall permit the aggrieved employee to proceed to the next step.
- (4) The grievant may be required to be present at any step in the grievance procedure.
- (5) Failure at any step of this procedure to appeal a decision on a grievance within specified time limits shall constitute a declining of further appeal and render the decision reached in the preceding step final.
- (6) The time limits specified in any step in this procedure may be extended by mutual agreement.
- (7) Beginning with Step 2 of the Grievance Procedure, the employee may be represented by a person of his choosing.

ARTICLE 36 LONG TERM DISABILITY INSURANCE

1. The City of Norco will offer an optional Long Term Disability plan at the employee's expense.
2. The City will work with the Association to select the best plan at the best rate.

ARTICLE 37 JURY DUTY

1. An employee of the City who is requested to serve on jury duty shall notify his/her supervisor who shall in turn notify his/her department head.
2. While serving on jury duty, an employee shall receive his/her regular salary from the City and, also, shall remit to the City all compensation received as a result of serving on jury duty, except mileage reimbursement.
3. Jury duty limit will be three paid shifts per fiscal year. Jury duty will be limited to two paid shifts per fiscal year (two 48 hour paid shifts). Jury duty will be paid for scheduled work shifts only.

ARTICLE 38 INJURY ON DUTY

1. Fire Safety employees shall be provided compensation in accordance with Section 4850 of the State of California Labor Code.
- 4.2. An employee injured on the job must report other employment wages for appropriate benefit calculations.

ARTICLE 39 DEFERRED COMPENSATION

1. The City of Norco offers a deferred compensation plan.
2. Enrollment for participation may be by any City employee. The plan provides employees the ability to defer current income from State and Federal taxes to provide future payments upon death, disability retirement or separation from the City.
3. Employees may defer a minimum of \$10.00 per payroll period or up to a maximum as determined by Internal Revenue Service Code 457K.
4. The provisions of deferred compensation are subject to change in accordance with Internal Revenue Code Section 457.

ARTICLE 40 ADMINISTRATIVE POLICIES

1. It is agreed that the "Administrative Policy" relating to "Drug and Alcohol Abuse", as jointly developed in 1990, shall continue to be in force. All existing City of Norco Administrative Policies shall apply to association members. City agrees to meet and confer before implementing future administrative policies.

ARTICLE 41 VACATION BANK

1. Association members, on a voluntary basis, may donate vacation accrual hours once each year, to provide time for officers to conduct association business.
2. The members on a signed request submitted to the City each January would have their vacation banks deducted by the number of hours donated.
 - a. Hours donated are non-refundable.
3. These hours would be converted to units of time as follows:
 - a. Fire Prevention Specialist one (1) hour equals 1 unit
 - b. Firefighter one (1) hour equals 1.16 units
 - c. Firefighter/Paramedic one (1) hour equals 1.29 units
 - d. Engineer one (1) hour equals 1.34 units
 - e. Captain one (1) hour equals 1.59 units
4. The units of time donated would be credited to the association time bank.
5. Only officers of the association, upon written request approved by the president and one other officer could draw time from this bank on an equivalent unit basis. (For example if a Captain took four hours he would be required to draw 6.36 units of time from the bank.)
6. It shall be the responsibility of the association to report to the Payroll Department each January any time donated for use during the upcoming year; time used the preceding year; and the balance in the time bank.

ARTICLE 42 PARAMEDIC PROGRAM

1. Firefighter/Paramedics will be responsible for keeping their paramedic certification current on their own time and at their own cost. With the prior approval of the Fire Chief, tuition and textbook costs up to \$150 per course will be reimbursed for courses firefighters take (on their own time) to prepare for paramedic school.

1.2. Paramedics shall maintain a current paramedic certification. If unable to maintain, employee will be automatically demoted to the Firefighter classification.

~~2. Firefighters who fail paramedic training because a personal or family emergency causes them to drop out of training will be allowed to re-enroll in training at the City's expense (including shift coverage) provided they have passing grades when they drop out. Firefighters who fail paramedic training will be allowed to re-enroll one time at the City's expense (including shift coverage) provided they attend all training (unless exempted by PTI and the Fire Chief), forward all grades to the Fire Chief on a weekly basis, attend all special tutoring sessions, notify the Fire Chief promptly of any training problems or concerns.~~

~~3. The City will pursue the goal of having all employees in the classification of Firefighter certified as paramedics. The City will use existing permanent Firefighters to be trained as Paramedics.~~

~~4. The City will maintain a minimum staffing level of one (1) Firefighter Paramedic per engine company.~~

~~5. The City will pay for all initial fees for paramedic licensing, certification, and accreditation for current firefighters attending paramedic training. When travel is required for initial paramedic training, mileage costs will also be reimbursed per the City's personnel policy. All future fees and mileage costs associated with paramedic certification and training will be the responsibility of the employee.~~

ARTICLE 43 PRIOR AND EXISTING CONDITIONS

~~1. Except as herein modified, there shall be no change in wages, hours, or working conditions as a result of entering into this agreement, and all rights, privileges, benefits and terms and conditions of employment as of the date of this Memorandum of Understanding, which are not specifically set forth, shall remain in force, unchanged and unaffected, during the term of this agreement, unless changed by mutual consent.~~

ARTICLE 44 PROVISION OF LAW

1. If any article or section of this agreement, or any addition thereto, should be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal or office, the remainder of this agreement shall not be affected thereby and all parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

~~1.~~

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ARTICLE 45 MANAGEMENT RIGHTS

Any items not specifically provided in this MOU are understood to be management rights.

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SIGNATURE PAGE

CITY OF NORCO

**NORCO FIREFIGHTERS
ASSOCIATION**

~~Jeffry B. Alfred~~ Beth Groves
City Manager

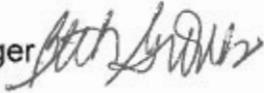
Ron Laursen
President

Dated _____

Dated _____

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: William R. Thompson, Director of Public Works

DATE: June 1, 2011

SUBJECT: Ratification of an Expenditure for Sewer Collection System Maintenance and Cleaning Services provided by National Plant Services, Inc.

RECOMMENDATION: Staff recommends that the City Council ratify an expenditure in the amount of \$77,512.11 for sewer collection system maintenance and cleaning services provided by National Plant Services, Inc.

SUMMARY: National Plant Services, Inc. has provided the City of Norco with sewer collection system maintenance services for approximately 15 years. National Plant Services, Inc. has recently completed the 2010/11 annual sewer collection system maintenance and cleaning services. Staff is recommending Council ratify an expenditure in the amount of \$77,512.11 for the services provided.

BACKGROUND/ANALYSIS: National Plant Services performs sewer collection system and lift station cleaning, pipeline video taping, and storm drain cleaning. Their services also include pipeline videotaping, storm drain cleaning, and emergency response services. Their team is familiar with the City's sewer system infrastructure and facilities which translates into efficient working conditions.

National Plant Services, Inc. has completed the annual system cleaning and maintenance services to staff's satisfaction and has invoiced the City of Norco for these services. Staff has not scheduled or planned additional maintenance prior to June 30, 2011.

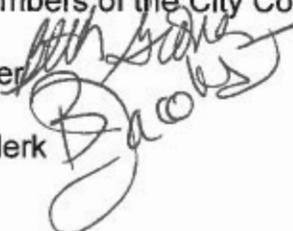
Staff has worked with the contractor over the past several years and has been satisfied with their service performance and professionalism.

FINACIAL IMPACT: Funding in the amount of \$95,000 is available in the FY 2010-11 Sewer Operation Budget (126.809).

/wrt-78625

CITY OF NORCO STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Beth Groves, City Manager 

PREPARED BY: Brenda K. Jacobs, City Clerk 

DATE: June 1, 2011

SUBJECT: Approval to Restructure the Norco Beautification Committee

RECOMMENDATION: Adopt **Resolution No. 2011-___**, disbanding the Council-appointed Joint City-Chamber of Commerce Beautification Committee and approve City Manager appointments of community representatives to serve on committees in order to assist City staff with community events sponsored by the City.

SUMMARY: The Beautification Committee (the "Committee") was created in 1996 as a Joint City-Chamber of Commerce committee in order to assist in the recognition of outstanding improvements made to homes and businesses in Norco. The Council-appointed Committee, as established, is required to conform to the rules and regulations set forth in the Brown Act and was created to be supported by City and Chamber of Commerce staff. As the members of the Committee have expanded their role to assist with other community events, aside from any regular posted and agendaized meetings, staff recommends that the Council disband the existing Council-appointed Committee and approve City Manager appointments of community representatives to serve on committees to assist with the annual Beautification Awards and the annual Parade of Lights and Winter Festival.

BACKGROUND/ANALYSIS: The Beautification Committee was formed on September 18, 1996 and adopted by Resolution No. 96-58 as a Joint City-Chamber of Commerce Beautification Committee. The purpose of the Committee was to periodically recognize outstanding improvements to the exterior of Norco homes and businesses through the public issuance of certificates, prizes, or other forms of recognition.

The Council-appointed Committee currently has 12 members, with one member serving as a City Council Member representative and one as a Chamber of Commerce representative. Over the past number of years, a representative from the Chamber of Commerce has not served on the Committee.

Restructure of the Norco Beautification Committee

Page 2

June 1, 2011

As the Committee is Council-appointed, it serves as a legislative body covered by the Brown Act, which requires staff time and support to prepare and post agendas, supervise the meetings, compose minutes and monitor both regular and special meetings held. As the Committee members also assist the Department of Parks, Recreation & Community Services with, and serve as an event committee for, the annual Parade of Lights and Winter Festival, it is difficult to agendize its sporadic meetings, even though typically there is a quorum of the Committee present.

First and foremost, it is important to note that the Committee Members are very dedicated and committed and their service to the community is invaluable. They have put time, money and commitment into everything they do and the City and staff are very appreciative of all they have done and continue to do.

Separate from this is the fact that the Committee and staff are held accountable for the proper noticing and other meeting requirements set forth in the Brown Act, and this has become difficult with the added responsibilities the Committee members have taken on.

At this time, staff would recommend that the City Council disband the Committee as presently structured, effective July 1, 2011. Staff would further recommend that the Council approve City Manager appointments of local residents to serve on committees to assist with the annual Beautification Awards and the annual Parade of Lights and Winter Festival, which are held in the community and sponsored by the City. The current Committee Members would continue to serve on the committees and so would continue their efforts in volunteering time in support of the community. Council Member Azevedo would serve as the City Council liaison on the Committees and so would continue her efforts on two very important events in the City.

FINANCIAL IMPACT: No budget impact from this recommendation, but noted staff time reduction will be realized.

/bj-76990

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCO, DISBANDING AND RESTRUCTURING THE JOINT CITY-CHAMBER OF COMMERCE BEAUTIFICATION COMMITTEE

WHEREAS, The Beautification Committee was created in 1996 as a Joint City-Chamber of Commerce Committee in order to assist in the recognition of outstanding improvements made to homes and businesses in Norco.

WHEREAS, the City Council approved Resolution No. 96-58, Resolution No. 99-81, Resolution No. 2000-4, Resolution No. 2007-58 and Resolution No. 2008-61 creating, revising and establishing objectives for the Beautification Committee; and

WHEREAS, the Beautification Committee and City staff are held accountable for the proper noticing and other meeting requirements set forth in the Brown Act, and this has become difficult with the added responsibilities the Committee members have taken on.

WHEREAS, the City Council continues to support the efforts of local residents in volunteering time to assist with community events.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norco as follows:

SECTION 1. The Joint City-Chamber of Commerce Beautification Committee is hereby disbanded in its current structure as of July 1, 2011.

SECTION 2. The City Manager shall restructure the Beautification Committee by appointing community representatives to serve on committees in order to assist City staff with community events sponsored by the City.

SECTION 3. Current Beautification Committee Members shall be contacted and given the opportunity to serve on committees in order to continue their efforts in volunteering time in support of the community.

PASSED AND ADOPTED by the City Council of the City of Norco at a regular meeting held on June 1, 2011.

Mayor of the City of Norco, California

ATTEST:

Brenda K. Jacobs, City Clerk
City of Norco, California

I, BRENDA K. JACOBS, City Clerk of the City of Norco, California do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Norco at a regular meeting held on June 1, 2011 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Norco, California on June 1, 2011.

Brenda K. Jacobs, City Clerk
City of Norco, California

/bj-78522