

**THIRD AMENDED EMPLOYMENT AGREEMENT BETWEEN
CITY OF GRASS VALLEY AND TREVER VAN NOORT**

This Third Amended Employment Agreement (“Agreement”) is effective as of the 8th day of October 2024 by and between the City of Grass Valley (“City”) and Trever Van Noort (“Utilities Director” or “Employee”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for their service in the position of Utilities Director effective 2/20/2022; and amended that Original Agreement effective June 26, 2022 (“First Amendment”); and amended the Second Amendment Agreement Effective June 25, 2023 (“Second Amendment”)

WHEREAS, the City Council desires to provide the Employee with an increase in the pay range of positions in recognition of exemplary service to the City; and

WHEREAS, parties may modify the Agreement upon mutual written agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

TERMS AND CONDITIONS

1. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a 4% increase to the end of the pay range.
2. Remove and replace Appendix A with the attached Appendix A dated October 8, 2024, reflecting a revision to item E. Retiree Health Plan Benefit to reflect that an employee with ten years of Grass Valley service shall be eligible for \$500 towards CalPERS Health Premium.
3. All other terms, conditions, and provisions of the Original Agreement, First Amendment, and Second Amendment, to the extent not modified by this Agreement, shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY
City of Grass Valley

EMPLOYEE

By: _____
Tim Kiser
City Manager

By: _____
Trevor Van Noort

Date: _____

Date: _____

Attest:

By: _____
Taylor Whittingslow
Deputy City Manager

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono,
City Attorney
Date: _____

Appendix A - Compensation and Benefits

Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

B. LIFE INSURANCE

The City shall provide term Life insurance benefits for the Employee, without cost to the Employee, of 1.5 times their annual salary up to two hundred thousand dollars (\$200,000) for the Employee, five thousand dollars (\$5,000) for the Employee's spouse and fifteen hundred dollars (\$1,500) for eligible dependent children without cost to the employee.

C. SHORT TERM/LONG TERM DISABILITY INSURANCE

Short Term – There is no short-term disability coverage however employee may elect to pay into State Disability Insurance (SDI) at no cost to the City, or they may use any leave bank to cover short term disability exceeding 10 workdays and with a doctor's note.

Long Term - The City shall provide without cost to the Employee an income protection insurance program that shall insure an Employee's income to a maximum of sixty-six and two thirds percent (66 2/3%) of monthly earnings with a ceiling of six thousand dollars (\$6,000) in calculated base. Conditions of coverage shall be controlled by the master agreement with the insurance company.

D. EMPLOYEE ASSISTANCE PROGRAM

The City has an established Employee Assistance Program. This program provides confidential counseling help for employees and their families. The Employee Assistance program provides for up to 3 visits.

E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

Appendix A - Compensation and Benefits

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum per month.

Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. Personal Leave conversion of a maximum of 160 hours to salary must be submitted by December 20th of each year. 100% of Personal Leave hours in excess of the maximum accrual amount may be converted to banked PERS service credit in accordance with CalPERS regulations.

Employees who become subject to this Plan after July 1, 2011, must convert all accumulated Vacation Leave, Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation Leave bank account to be utilized by the Employee, or paid out upon separation from service as set forth herein, or converted to banked PERS service credit in accordance with CalPERS regulations. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

Employees will accrue Personal Leave time at the following rates:

Appendix A - Compensation and Benefits

1 to 2 years of city service = 256 hours
2 plus years to 5 years = 272 hours (10.46 hours biweekly)
5 plus years to 10 years = 296 hours (11.38 hours biweekly)
10 plus years to 20 years = 316 hours (12.15 hours biweekly)
20 plus years = 328 hours (12.62 hours biweekly)

After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

Holidays

Employees are entitled to 12 paid holidays as listed below.
Recognized Holidays shall include:

New Year's Eve	New Year's Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
July 4 th	Christmas Eve
Labor Day	Christmas Day

A paid holiday is equivalent to eight hours, for a total of 96 hours per year. Holiday hours are accrued outside of Personal Leave, must be used within the calendar year accrued. Unused holiday hours may not be carried over into any subsequent calendar year or "cashed out."

Special Provisions

A. PUBLIC SAFETY ALLOWANCE

The Police Chief, Deputy Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief & Deputy Police Chief and under Unit 8 for the Fire Chief.

Appendix A - Compensation and Benefits

The Police Chief & Deputy Police Chief shall receive an annual stipend of \$1,000 for attending community events.

B. VEHICLE ALLOWANCE

The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

Appendix A - Compensation and Benefits

Salary Schedule

<i>Position</i>	<i>Annual Salary</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>
Administrative Services Director	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
Deputy Administrative Services Director	\$ 132,628.24	\$ 156,660.48	\$ 180,692.72
City Clerk	\$ 86,941.63	\$ 102,520.72	\$ 118,099.80
Deputy City Clerk/Management Services Analyst	\$ 78,248.07	\$ 92,268.95	\$ 106,289.82
Deputy City Manager I	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
Deputy City Manager II	\$ 139,107.94	\$ 169,938.80	\$ 200,769.66
City Engineer	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
City Planner	\$ 108,665.00	\$ 126,446.04	\$ 144,237.08
Community Development Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Fire Chief	\$ 152,149.54	\$ 185,317.09	\$ 218,484.63
Police Chief	\$ 159,478.26	\$ 194,180.73	\$ 228,883.20
Deputy Police Chief	\$ 143,530.43	\$ 176,535.74	\$ 209,535.04
Public Works Director of Operations	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68
Utilities Director	\$ 130,413.71	\$ 159,686.70	\$ 188,959.68