

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF GRASS VALLEY CITY COUNCIL**

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS, LOCAL 39 (UNION)
FOR AND ON BEHALF OF
THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #3
OFFICE TECHNICAL**

September 1, 2022 – June 30, 2023
July 1, 2021 – August 30, 2022

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MEMORANDUM OF UNDERSTANDING DESCRIBING SALARY, BENEFITS AND WORKING CONDITIONS BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL AND INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39 (UNION) FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #3 – OFFICE - TECHNICAL FOR SEPTEMBER 1, 2022 – JUNE 30, 2023~~JULY 1, 2021—AUGUST 30, 2022.~~

This Memorandum of Understanding, hereafter referred to as "MOU," is made and entered into by and between the City of Grass Valley, hereinafter referred to as "the City," or "Employer" and the International Union of Operating Engineers, Stationary Engineers, Local 39 AFL-CIO, hereinafter referred to as "Union".

The parties to this MOU have met and conferred in good faith on matters within the scope of representation pursuant to Section 3500 et seq. of the California Government Code and the City of Grass Valley's Employer-Employee Relations Resolution (No. 93-40).

ARTICLE 1 - UNION RECOGNITION

In keeping with the provisions of the City's Employer-Employee Relations Resolution, which is incorporated into this MOU by reference, the City recognizes the Union as the sole and exclusive representative of the Office – Technical Unit (Unit #3). The agreement applies to active covered employees employed in those classifications listed in APPENDIX C.

ARTICLE 2 - SUPPORT OF MOU

The City agrees that it shall not negotiate with any other organizations on matters for which Union is the exclusive representative of the Employees in the bargaining unit during the term of this MOU. Union agrees to negotiate only with the representative officially designated by the City to act on the City's behalf. During the term of this MOU and as appropriate thereafter, the parties agree to use the dispute resolution machinery as provided herein or by Civil Service rules as a means of adjudicating disputes between them.

ARTICLE 3 - UNION RIGHTS

Union shall have the following rights:

A. Union Access

Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.

B. Bulletin Boards

Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Union, and shall bear the date of posting and the date of removal. A copy shall be provided to the Human Resources Representative.

C. Use of Facilities

The City Manager or Department Head upon request may permit Union to use designated facilities, depending upon availability of space, for meeting purposes at no charge. No request for use of City facilities shall be unreasonably denied. City use of any facility will have priority over the Union use and may require Union to reschedule or relocate meetings. If a meeting is to be held at a City facility, an employee will be designated to insure meeting space is available and is properly secured and clean following the meeting.

D. Time Off for Meetings

Employees shall not be given time off work for Union meetings without the appropriate Department Head's approval for such release time for organized meetings with Unit members that may impact work hours or processes. Such requests will not be unreasonably denied.

E. List of Stewards

Union shall furnish the Human Resources Representative upon change, or as needed, a list of all stewards for Union. The City agrees to grant authorized officials and representatives access to designated City property to transact official Union business as provided for in this Article. Employee's Department Head will also be notified of Steward appointment.

F. Union Dues

Employees may sign up for Payroll Deductions of Local 39 dues with Local 39. Local 39 will certify to the City any new members of Local 39.

City agrees to deduct dues as established by Local 39, and premiums for approved insurance programs from the salaries of Local 39 members. The sum so withheld shall be remitted by the City, without delay, directly to Local 39 along with a list of employees who have had such amounts deducted. Local 39 agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members to the City.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and

the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Local 39 dues.

It shall be the sole responsibility of Local 39 to procure and enforce payroll deduction of dues.

Local 39 shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Local 39 dues which the employee was obligated to pay, but failed to pay regardless of the reasons.

Any Local 39 member who notifies the City of their desire to discontinue dues or otherwise withdraw from Local 39 membership shall be referred to Local 39. The City agrees to continue all dues deductions until notified of a deduction change by Local 39.

G. — Federal PAC Contributions

~~The City will deduct (\$ — as determined by the Local 39 member) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the City and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Blvd. Sacramento, CA. 95834.~~

~~The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the City for the costs of such administration.~~

H.G. New Employee Orientation:

The City will provide Local 39 with 10 days' advance notice by email to Local 39 of any new employee orientation as provided under California Government Code §3556. A designated Local 39 representative will be given access and a reasonable amount of time without loss of pay during all new employee orientation meetings to communicate with the public employees that Local 39 represents to ensure the

effectiveness of state labor relations statutes, meaningfully communicate through cost-effective and efficient means with the public employees on whose behalf it acts, and afford Local 39 representatives an opportunity to discuss the rights and obligations created by this MOU and the role of Local 39, and to answer questions.

The City will provide Local 39 by email to Local 39 a list of the name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address of any new employee in Local 39's bargaining unit within 30 days of hire or by the first pay period of the month following hire as provide under California Government Code §3558.

The City will provide Local 39 by email Local 39 a list of all employees in Local 39's bargaining unit at least every 120 days. The list will include each employee's name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address.

Nothing in the article is intended to limit or abridge the provisions of AB 119 as codified in California Government Code sections 3555 to 3599.

HH. Part-time Employees

Permanent part-time employees working 20 hours or more per week or 1,000 or more hours per fiscal year shall be covered under this MOU. Section "G" does not apply to non-permanent temporary or seasonal employees.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES **PROCEDURAL PREROGATIVES**

It is understood that the City retains the procedural prerogative to initiate or to refrain from initiating actions that may affect unit members' wages, hours and conditions of employment and that such actions, once initiated by the City are subject only to the express procedural limitations that may be set forth in the MOU, Civil Service Rules, Charter or other law. Such matters include, but are not limited to, the procedural rights to contract out work not performed by active unit members, to transfer, lay off, terminate or otherwise discipline employees, to reasonably accommodate qualified disabled persons/employees, to make technological improvements, and to take necessary action to implement the terms and conditions of the MOU.

Union recognizes and agrees that the City, on its own behalf and on behalf of the electors of the City, retains and reserves unto itself, limited only by the articles of this MOU, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, expressed or implied, by the laws and the Constitution of the State of California and of the United States and the provisions of the City Charter.

Union recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU.

Union recognizes and agrees that the City's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchases of products or services; the right to introduce new or improved methods and facilities and to otherwise take any action desired to run the entire operation efficiently, except as modified by this MOU.

It is understood and agreed that the specific provisions contained in this MOU shall prevail over City practices and procedures and over State Laws, and City Charter to the extent permitted by State Law, and that in the absence of specific provisions in this MOU, such practices and procedures are discretionary with the City. Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practice or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.

If a conflict arises between this MOU and a City Charter provision or resolution incorporated herein, the City's Charter provisions or resolution shall prevail.

ARTICLE 5 - HOURS OF WORK AND BASIS OF COMPENSATION

A. Pay Periods

The "pay period" shall be fourteen (14) calendar days from Sunday (starting at midnight Saturday) to midnight of the second Saturday thereafter, and refers to the period for computing compensation due for all normal working days during that period. Payroll checks will be available the ensuing Friday by noon following the end of the pay period. Direct deposit pay checks will have funding available on the morning of the Friday payroll date, pending release by the employee's bank, on the Friday payroll date.

B. Work Periods/Days

1. The normal work period shall be forty (40) hours per week for each full-time employee.
2. The normal work day means each day on which an employee performs a normal working shift of eight (8) hours, including holidays and Saturday and Sunday for those Employees who work other than the regular Monday through Friday week. All time appropriately authorized in excess of eight (8) hours per workday shall be administered pursuant to Article 7 for nonexempt

employees. Nothing in this section shall prohibit the establishment of alternative work schedules, as long as said schedules are not established for the sole intent of avoiding overtime.

3. Employees may request the establishment of alternative/flexible work schedules for their position. All requests must be submitted in writing to the Department Head. Any alternative/flexible schedule must be approved by the City Manager upon recommendation of the Department Head. Permission to work an alternative/flexible work schedule may be revoked by the City by giving two weeks notice to the employee. The decision to approve or revoke the alternative/flexible work schedule is not grievable.
4. Exempt employees are expected to work whatever number of hours is necessary beyond normal workdays, periods, or weeks without additional compensation to accomplish their duties and responsibilities.

C. Calculation of Compensation

Compensation is based on the hourly rates and pay schedule set forth in Appendix A. Adjustments in hourly rates are rounded up to the next penny, but may not exceed the top of any pay range. Pay is based on 2,080 hours per year and twenty-six (26) equal pay periods per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour.

Exempt employees are paid a fixed salary and are not compensated on an hourly basis. As needed, they may be required to report their hours for purposes of charging appropriate budgets, grants, for project or program time, or for assessing staff patterns.

D. Lunch Periods

Nonexempt employees are provided with an uninterrupted lunch period of one hour or one-half (1/2) hour for each eight (8) hours of work, or alternative work schedule.

E. Rest Periods

1. Nonexempt employees are provided two paid fifteen (15) minute breaks, one during the first half of the shift and another during the second half of the shift. During breaks, employees are considered to be under the direction and supervision of the City. Rest periods will generally not be taken within one (1) hour of an employee's start or end time.
2. Rest breaks will normally be taken at the assigned worksite. Employees may, with the supervisor's permission, leave the area as necessary to take care of their personal needs. Employees may be required to use the closest reasonably accessible facility for that purpose.

F. Weekend Work Schedule

Weekend work schedules shall be assigned to those qualified to perform the assignments by agreement. Should no mutual agreement be reached then the

assignments shall be made on a reasonable, rotating basis. Employees may have the option to work weekend assignments as part of a mutually agreed upon alternative work schedule or adjusted schedule for a specific period of time.

ARTICLE 6 – SALARY SCHEDULE/COMPENSATION

A. Salary Increases

- Effective ~~July 1, 2021~~September 1, 2022, the City shall implement a 5% COLA.

B. Work in Higher Class

If a regular full-time employee is temporarily assigned to a position in a class with a higher salary range, the temporary assignment shall be treated as a promotion, provided the employee performs or is available to perform, to a significant extent, the essential duties of the higher class. The salary of such employee shall be determined in accordance with this Agreement. In any case the employee will be compensated a minimum of five percent (5%) above his or her current base salary. If the employee meets the minimum qualifications of the position, then he or she will be placed within the range of the higher position. Upon termination of such transfer or assignment, such employee shall be restored to the position from which he or she was transferred or assigned and to the salary and step which such employee is entitled to receive at the date of such restoration, including any merit increase to which he or she is entitled. Such temporary transfer shall not affect any employee's salary anniversary date.

If the appointing authority and the affected employee agree that the employee be assigned on a temporary basis for training purposes, no upgrade in compensation will be due the temporarily assigned employee. In no case shall such training be for more than a cumulative total of one (1) pay period, provided that no technological change has occurred in the higher position since the training.

The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions. Out of class assignments in excess of 90 days must be reviewed by the Finance Director who will make a recommendation to the City Manager. The City Manager must give approval for out of class assignments that exceed 90 days. The City will notify the Union of any out of class assignment that exceeds the 90-day limit.

C. Special Project Pay

Special Project Pay of no less than 5% may be paid in addition to base wages for employees assigned a significant job assignment outside their usual scope of work and not typically performed in another City job classification. Such special project pay must be recommended by a Department Head and approved by the City Manager and

will be at the sole discretion of the City to consider granting such pay. Such pay will only be provided for the duration of the project work being performed and is intended to have a finite project end date. The assignment of this pay shall not be used as a device to circumvent an employee being reclassified to a higher paying position.

Special Project assignments in excess of 90 days must be reviewed by the Finance Director who will make a recommendation to the City Manager. The City Manager must give approval for special project assignments that exceed 90 days. The City will notify the Union of any special project assignments that exceeds the 90-day limit.

D. Shift Differential

Shift differential will be paid to nonexempt employees as follows:

1. If an employee is assigned to weekends as part of their regularly scheduled workweek, the employee will be entitled to a 5% shift differential for all regularly scheduled hours worked on Saturday and/or Sunday including any overtime.
2. If the majority of an employee's regularly scheduled work shift is worked after 6:00 p.m. and before 6:00 a.m., the employee will be entitled to a 5% shift differential for all regularly scheduled hours worked including any overtime.
3. An employee whose regularly scheduled work shift includes hours worked after 6:00 p.m. will be paid a 5% shift differential for all hours worked after 6:00 p.m. until the end of the shift including any overtime.
4. Under a mutually agreed upon alternative work schedule that includes hours or days outside of those defined in Section D the shift differential may be waived.

E. Split Shift Differential

Nonexempt employees who are required to work a split shift will receive a 5% shift differential for all hours worked.

F. Rules for Use of Salary Schedule

1. Pay Range - Pay ranges for each classification will be adopted by the City Council. Each classification within a department has an applicable range consisting of 5 steps.
2. Appointment from Eligibility List - All appointments from a listing of eligible candidates will enter the probationary period at the base salary of the range applicable to the classification. The City Manager, Finance Director and Department Head may recommend elevation in the entry level to compensate for education and experience not to exceed 5% (one step). An additional 5% (one step) may be approved by the City Manager based on the Department Head recommendation and education and experience of the applicant. The City Council may approve hiring at any rate within the pay range.

3. Merit Step - All employees shall be eligible for a merit step increase to the next step in pay range every twelve months until the end of his or her pay range, if the City Manager finds the Department Head has determined that such employee's job performance satisfies the departmental standards relating to such employee. Employees denied a merit increase will be eligible for reconsideration 6 months following their initial review date.
4. Administrative Distinction Pay – An Employee is eligible to receive Administrative Distinction pay once every other year under the following conditions:
 - a) Employee has been at the fifth (E) step of his/her salary range for two or more years;
 - b) Employee has received two consecutive “exceeds expectations” performance appraisals;
 - c) Employee has not received documented written reprimand or disciplinary action during the same two year period;
 - d) Employee’s Department Head recommends award documenting the Employee’s contribution to or achievement on behalf of the City;
 - e) Approval of the City Manager;
 - f) Upon approval, Employee receives a lump sum gross check equivalent to 2.5% of his/her regular yearly base pay.
5. Promotions - When an employee is promoted to a position in a higher pay range, the employee will be placed at the minimum of new range, or at a level in the new range to provide a minimum 5% pay increase, provided the new pay rate upon promotion may not exceed the top of the pay range. The date of the promotion will establish a new anniversary date for the employee’s future performance evaluations. Should a promotion occur concurrently with the employee’s evaluation, and the employee is eligible for a merit increase, the merit increase is to be included in the base salary before the promotion.
6. Reduction in Force - Upon reduction in force, regular employees appointed to jobs with a lower pay range shall be given the next step in the lower range than the range from which he/she was reduced. The anniversary date for future annual evaluations will be the date of the appointment to the new job, other than for demotions that are voluntary.
7. Transfer - An employee transferred from one department to another in the same classification/grade will continue to receive the same salary and will have no change in their anniversary date.
8. Allocation to a Classification with Lower Salary Range - If the salary range of the new class to which an employee's position is allocated has a maximum lower than that of his/her current class, but not lower than his/her actual salary, he/she should continue to receive his/her present salary until his/her next anniversary date, which remain unchanged, at which time he/she will be eligible for a merit increase in the new range. If the top of the new range is

lower than the current salary, then the salary will be reduced to the top of the new range effective the next full pay period.

G. Educational Incentive

The City shall offer an Academic Education Incentive program with a maximum cumulative ceiling of 7.5% (seven and one-half percent) of base salary. Only certificates and degrees granted by accredited institutions, which are above the minimum educational requirement of the employee's position which enhance the employee's abilities and contribution, and demonstrated in writing to the Department Head will be considered. College units obtained to qualify for an incentive cannot be compounded to qualify for an additional incentive. For example units used to obtain an AA and then utilized to obtain a BA cannot yield incentives for both degrees. The incentive will only be provided for the highest degree. Incentives will not be provided for multiple degrees at the same level (i.e. two A.A. degrees). If an application for this benefit is denied, it is grievable.

The eligible degrees and certificates and corresponding incentives are as follows:

<u>Certificate/Degree</u>	<u>% of Base Salary</u>
Certificate with a minimum of 30 semester units	1.25% (max 2.5%)
Associate of Arts/Science	2.5%
Bachelor of Arts or (Not cumulative with AA or AS) Bachelor of Science	5%
For positions that require a Bachelor's Degree as a minimum qualification only:	
Master of Arts or Master of Science	2.5%

H. Certificates and Licenses

1. City Required Certificate or License for Specialized Work - 1.25%
Incentive pay only applies when the City requires the certificate and the certificate is utilized to meet specific requirements. (Maximum incentive is 2.5%. If not required to utilize the certificate, the incentive will not apply.
2. The City agrees to pay for required certification and/or licensing renewal fees for employees. At the discretion of the Department Head the City also agrees to pay for renewals of certifications and/or licensing when such certification and/or licensing is deemed relevant and valuable to the professional execution of assigned duties of employees.

I. Interagency Work

Assigned employees shall receive compensation for Interagency Agreement Work. Employees shall receive hourly compensation, including time and one-half (1 ½) pay, portal to portal, for work performed in accordance with interagency agreements. No premium pay.

ARTICLE-7-OVERTIME; CALL BACK; STANDBY; COURT TIME; SNOW DAYS (NONEXEMPT EMPLOYEES):

A. Overtime

1. Policy - It is the policy that overtime work be discouraged; that each Department Head arrange the work of his or her department so that full-time Employees shall normally work not more than eight (8) hours per work day or more than five (5) consecutive work days consisting of forty (40) hours without at least one (1) day off, or more than eighty (80) hours in any pay period, and that overtime work be held to a minimum consistent with the efficient performance of necessary functions. Hours are subject to modification based on mutually agreed upon alternative work schedule.
2. Overtime Defined - Overtime is authorized time worked in excess of eight (8) hours in a normal day or forty (40) hours per week. Subject to modification based on mutually agreed upon alternative work schedules. All work authorized as overtime shall be calculated at the overtime rate which is one and one-half (1 1/2) times the regular hourly rate of pay (such calculation being non-cumulative for the same hours).
3. Authorization for Overtime Work - Overtime work not specifically authorized by the City Council shall be performed only upon express authorization of the Department Head or designee empowered by the Department Head to authorize the same.
4. Reporting Overtime - Total hours of authorized overtime for each pay period for each employee shall be reported on a Time Card and shall be signed by the Department Head or designee. The total hours of prior accumulated compensatory time taken off during each pay period shall be likewise reported.
5. Fringe Benefits Not Affected by Overtime - Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of required periods for probation or salary step advance.
6. Compensation for Overtime:
 - a. Compensation of overtime and holidays shall either be paid at the rate of time and one-half or accrued as Compensatory Time Off as determined by the Department Head subject to the rules as stated herein.

- b. Employees may, upon the prior request of the employee and prior authorization of the Department Head, accumulate Compensatory Time Off in lieu of overtime pay, or receive overtime pay for that pay period. Provided, however, in no event shall an employee be allowed to accumulate in excess of two hundred and forty (240) hours Compensatory Time Off. In the event an employee has accumulated two hundred and forty (240) hours Compensatory Time, payment of overtime shall be automatically made unless mutually agreed otherwise by the City Manager and the employee. Compensatory time accrual is at discretion of employee, however, the department on an annual basis may schedule time off to reduce the ceiling to one hundred and eighty (180) hours.
- c. In calculating the base for overtime/compensatory time consideration, vacation time of more than two days (16 hours) in the subject work week shall not be considered as qualifying in calculating "hours worked" for overtime purposes.
- d. The balance of any accumulated Compensatory Time shall be paid upon termination of employment or under such other circumstances as authorized by the City Manager.

B. Call Back Time

Call back time shall be that time an employee is called back to work by the Department Head or designee before or after a normal work day, when an employee is required to work on a normal work day off by the Department Head in the event of an emergency; or when an employee is required to work on any holiday recognized by the City Council. The time actually worked or a minimum of two (2) hours at one and one-half (1 & 1/2) times, may at the choice of the employee be accrued as Compensatory Time, or taken as pay subject to the same rules for compensation for overtime provided above.

C. Telephone Call Back Pay

When an employee is contacted at home for the purpose of work and said work can be completed at home over the telephone or through other technology, the employee shall be compensated in 15 minute increments with call back pay at the overtime rate. A call lasting less than 15-minutes shall be compensated for 15-minutes.

D. Standby Time

- 1. Standby time shall be that time an employee is designated by the Department Head to be available on immediate call on normal days or hours off, or that time an employee is designated by the Department Head to be available on immediate call on holidays.
- 2. Standby time will be calculated at straight time using the terms noted below:
 - a. Weekend - That standby period shall begin at the end of the shift each Friday afternoon, and shall continue until the beginning of the shift the following Monday.

- i. Compensation rate - 7.5 hours, may be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
 - b. Weekly - That standby period shall begin at the end of the shift on each Tuesday afternoon, and shall continue until the beginning of the shift the following Tuesday (Excluding the 40 hours of regular work week).
 - i. Compensation rate - 20 hours, may be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
3. If only one employee is on standby and additional employees are needed to perform an assignment, treatment plant employees who are on separate standby status shall only be used when other eligible employees are not available. If multiple employees divide a single week's standby assignment, the standby pay shall be divided pro-rata among the employees who have made themselves available.
4. If an employee's standby period, as defined in 7(~~D~~E)(2) contains a holiday, and if the employee is not called during the holiday, the employee shall be compensated with two (2) hours overtime in addition to their regular standby pay, which may be taken as pay or Compensatory Time Off subject to the same rules for Compensation for Overtime provided above.
5. Any time an employee on standby time ~~as described in section 7(E)(2) or 7(E)(4)~~ is called to work, the employee shall receive as compensation, callback time as defined above in section 7(B) in addition to the standby time set forth in subsections 7(~~D~~E)(2)(~~b~~).
6. If the City desires to change the beginning and ending time of standby coverage without impacting the total number of hours of coverage, the City will meet and consult with Local 39 prior to implementation to discuss the impact of this change.
7. Substitutions are allowed. All substitutions are the responsibility of the standby employee who has rotated to service. Substitutions shall normally be from the standby list. Prior supervisor approval is required in order to use someone who is not currently on the list.
8. Any time an employee on standby is called to work, they shall receive "Call Back Pay" at the rate prescribed in the MOU. "Call Back Pay" for standby will require a physical presence as a response to a standby call. Phone calls to confirm or coordinate a response or service shall not constitute "Call Out" unless those calls are made while physically present at the "Call Out" site. "Call Out" shall not constitute the exchange of the standby log from one standby shift to the next. Phone calls to employees who are not on standby will be paid in 15-minute increments.
9. Comp time conversion will remain as stated in the MOU under compensation for overtime.

10. If standby personnel require assistance and cannot get a response, any other personnel currently on a standby rotation may be called for assistance unless they are unavailable due to working in their own area.

D. Shift Change Notice

Employees shall be given at least five (5) days notice of a shift change. In the absence of such notice, the employee shall receive a 5% differential over base salary for each day in which the notice was not given (i.e. 5 day notice – no differential; 4 day notice - 1 day differential, etc.). If a shift change with less than five days notice is initiated by or agreed to by an employee, no shift change differential shall apply. Excludes shift change impact when required due to responding to an emergency (i.e. snow storm, flood, fire, etc.).

E. Court Time

Court time and compensation for that time, is defined as that period when an employee is required to appear in court as part of the performance of his/her normal duties on a day when the employee would not otherwise be scheduled to work. An employee will not be granted court time during the same time period that callback time or standby time is available. Court time may be paid or accrued as compensatory time in the same manner and subject to the same rules as overtime is compensated and shall be computed on the basis of two (2) hours or the actual amount of the time the employee is required to appear in court, whichever is greater.

If an employee is subpoenaed to appear in court on work related matters, the employee shall be paid his/her normal salary for the regular work time missed.

ARTICLE 8 - LEAVE

A. Absence From Duty

The absence of an employee from duty and the reason for absence shall be reported by the employee to their immediate supervisor, who in turn will notify the Department Head. The return of an employee to duty shall likewise be reported. Unauthorized absence from duty is sufficient cause for termination of employment. Unauthorized absence from duty for five (5) consecutive days shall be deemed a resignation from City employment.

B. Sick Leave

Employees shall be entitled to accrue 8 hours of leave for each calendar month of service (3.69 hours per pay period). After one (1) month of employment, the employee shall be entitled to use accrued sick leave, which may be integrated with SDI or Workers' Compensation benefits if the injury or illness necessitating the employee's absence from work is reported to the Department Head within 14 calendar days of the occurrence of the injury or illness. If any employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.

C. Sick Leave Usage

1. Sick leave accrual, if available, will be used for the following circumstances:
 - a. The absence from duty of an employee because of his/her illness, pregnancy, injury or related complications; quarantine due to contagious disease.
 - b. The absence from duty of an employee due to his/her serious illness or the serious illness of the employee's spouse, child, step child, parent or step-parent for circumstances defined by the Federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA);
 - c. Medical appointment of an employee: The absence from duty of an employee due to the medical appointment or illness of his/her spouse, domestic partner, child or parent to the extent provided by California Law (specifically, AB 109, known as the "Kin Care" legislation effective in 2002 and SB 1471, as enacted in 2003;
 - d. The City may allow the use of sick leave due to the illness/medical appointment of other relatives of the employee, if such relative is living in the same household as the employee, or in a care facility.
2. Sick leave due to a medical appointment must be approved in advance by the employee's immediate supervisor or Department Head. Other leaves provided for due to illness or medical complications shall be provided consistent with other leave conditions provided herein and within the Federal and State Family Leave Act
3. Sick leave is defined to mean the absence from duty of an employee because of illness, pregnancy or related complications, quarantine due to exposure to contagious disease, attendance upon a member of his/her immediate family seriously ill and requiring the care and attention by such employee, or medical appointment. Other leaves provided due to illness or medical complications shall be consistent with the Federal and State Family Leave Acts.

If absence from duty by reason of sickness extends beyond the period of three (3) working days, the employee may be required to file, with the Department Head, a certificate of sickness or disability prepared by a regular, licensed and practicing physician prior to entitlement to sick leave pay. All employees whose absence from duty because of sickness extends beyond one (1) calendar week shall cause a report or certificate by a regular, licensed and practicing physician to be filed with the Department Head when requested. Certificates filed under this section shall certify the employee's inability to return to work. If no certificate is filed disciplinary action may be taken.

The Department Head may require any employee to furnish a certificate of illness or disability completed by a regular, licensed and practicing physician

at any time they are aware of information or have reason to believe that an employee is abusing the sick leave privilege.

D. Extended Medical Leave

Those employees who have been granted an approved extended medical leave shall not, as a matter of course, be required to provide weekly verification of their medical condition. The City reserves the right to require such verification if the Department Head has reason to believe it is appropriate. Failure of an employee to supply the requested verification of medical condition is sufficient cause for termination of the extended medical leave. In the event that a unit member faces termination for the sole reason of exhaustion of leave, the City shall meet with the Union to endeavor to reach an agreement on alternatives such as disability retirement, etc.

E. Bereavement Leave

Employees shall be granted leave of absence with pay not to exceed 40 hours per year, noncumulative, for purposes of attending funeral services, making related arrangements for the family or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee. It shall be the responsibility of the department to account for such leaves. Leaves of more than 40 hours, if approved, shall be charged against sick leave or other accumulations.

F. Vacation Leave

For each completed payroll period of service or portion thereof an employee shall receive credit for vacation pay in accordance with the following schedule:

Up to two 2 years	 80 <u>88</u> hours per year (3.08 <u>38</u> hrs per pay period)
2 years, one day to 5 years	96 <u>104</u> hours per year (3.69 <u>4.00</u> hrs per pay period)
5 years, one day to 10 years	120 <u>128</u> hours per year (4.62 <u>92</u> hrs per pay period)
10 years, one day and over	160 <u>164</u> hours per year (6.15 <u>31</u> hrs per pay period)
20 years, one day and over	 176 hours per year (6.78 hrs per pay period)

All vacations will be at such days and time as his or her Department Head has approved and will be without loss of pay. Vacation accrual earned will be available for use in the pay period following its accrual.

Employees shall be permitted to accumulate the unused portion of vacation to their credit; provided, however, they shall not be permitted to accumulate credit for any vacation time in excess of three hundred twenty (320) hours per calendar year. Hours will continue to accrue during the calendar year. With the first pay period of January of each year the maximum number of accrued hours will be reset to 320 hours.

In the event that an employee is not permitted to schedule and take vacation as caused by the City, which results in the employee exceeding the accumulation limits, the Department Head, may upon request of the employee, request the City Manager to consider the reason(s) for exceeding the cap and may be granted a 90 day extension of time, in which vacation time will be scheduled that will bring the employee's accrued time below the 320 hour limit. One additional 90 day extension may be granted.

G. Holidays

Holidays are those days or hours designated as such by or pursuant to this MOU, City ordinance or resolution. Holiday time is time in addition to the normal work period. Any employee authorized to work a holiday shall be compensated at the rate of one and one-half (1 1/2) times his/her regular salary. If the holiday falls on the employee's scheduled day off, the same amount of hours (at straight time) shall be accrued as compensatory time or paid as holiday pay. The Holiday will be the day as observed by the City. The value of a Holiday is 8 hours.

Recognized holidays shall include:

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

If the holiday falls on a Saturday, it will be observed the Friday prior to the holiday. If the holiday falls on a Sunday, it will be observed the Monday following the holiday.

~~Thirty-two~~ Twenty four hours (~~32~~24) of floating holidays per fiscal year, non-accruable, may be taken on a day of the employee's choice with the prior approval of the Department Head with due consideration for the work schedule of the department.

Only regular and probationary employees in a current and paid status shall be eligible for holiday compensatory time. Any new employee whose first working day is the day after a paid holiday shall not be credited for that holiday. An employee terminating employment for any reason and whose last work day as a paid employee is the date before a holiday shall not be credited for that holiday. If an employee is on an extended

medical leave and has exhausted his/her accruals, they will not receive credit for holidays.

H. Jury Duty Leave

An employee shall be paid his/her normal salary for each workday, or portion thereof, he/she is required to be on jury duty. Any money, less travel expenses, received by the employee for jury duty shall be remitted to the City by the employee.

I. Family and Medical Care Leave

Per State and Federal Regulations, Family and Medical Care and California Family Rights Act leaves are available for employees who qualify. Information on leaves is posted in the work area and further information is available from the Human Resources Representative.

These leaves may be taken for the birth/adoption of a child, to care for a child, spouse or parent who has a serious health condition or for an employee's own health condition which makes an employee unable to perform the essential functions of his/her job. If an employee is a regular full time employee, with more than one year of continuous service, or have worked more than 1250 hours during the previous 12 months an employee is eligible to request a leave. If this leave is granted, upon an employee's return, an employee will be reinstated to the same or a comparable position as the position held before the leave unless such a position no longer exists. Available accruals must be used for such leaves. For leaves related to an employee's own serious health condition or that of an eligible family member, sick leave will be utilized first, followed by other accruals (holiday, CTO, vacation – in that order). If all available accrual is depleted an employee may continue on an unpaid leave until the 12 week maximum leave is taken. If an employee desires to take an FMLA leave or CFRA leave not associated with the serious health condition of him or herself or an eligible family member, sick leave hours accrued may not be used.

Whenever possible, an employee must provide at least 30 days written notice that he/she wishes to take a leave of absence. When this is not possible an employee must notify the City, in writing, as soon as possible. Failure to comply with these notification rules may result in the denial or deferral of the requested leave until the employee complies with the notice provisions.

The cost of an employee's health care coverage while on a Family and Medical Care Leave less any portion of the premium an employee is required to pay will be paid for by the City for up to 12 weeks. If you do not return from your leave, you will be responsible for reimbursing the City for the insurance premiums paid on your behalf.

While the above provisions will apply to most employees in most circumstances, there are certain exceptions under which the City may refuse to grant a leave.

J. Family Care School Partnership Act

This act provides that employees who are parents, guardians or grandparents who have custody of a child enrolled in a California public or private school, kindergarten through twelve or a licensed child day care facility may request to take up to 40 hours each year, (with a maximum of 8 hours in a calendar month) to participate in their child's school/day care activities.

Verification may be requested by the employer. Employees shall be entitled to take advantage of the Family Care School Partnership Act without loss of benefits. Time off taken under this Leave shall, at the employee's election, be either approved unpaid leave or paid by using available compensatory or vacation time.

K. Paid Administrative Leave

Paid Administrative Leave time may be used by the City to maintain an employee's economic interests while directed not to report to work. Paid Administrative Leave may also be used to account for leave time not otherwise specified in this MOU. ~~For the term of this MOU employees will be granted 40 hours of Paid Administrative Leave to be used during the term of this MOU. The 40 hours provided for in this paragraph shall have no economic value if not used by the term of MOU or severance of employment. Scheduling of the use of the 40 hours is to be the same as other leave requests.~~

L. ~~Management Leave~~

~~Exempt employees shall be authorized 72 hours of management leave per fiscal year. Management leave does not accrue or vest as a right to the employee. Unused time will be forfeited at the end of the fiscal year.~~

~~———— New exempt employees will receive 18 hours of Management leave for each remaining full quarter of the fiscal year. Time will be granted at the time of hire. Management leave does not accrue or vest as a right to the employee. Unused time will be forfeited at the end of the fiscal year.”~~

ARTICLE 9 – RETIREMENT

New Member Employees:

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System.

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is not eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six months.

Classic Member Employees:

- A new hire who was brought into CalPERS membership for the first time before January 1, 2013.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of less than six months.

A. Classic Member Retirement Benefits

1. Employees designated as "local miscellaneous members" by the City are currently provided retirement benefits under the Public Employee's Retirement System's Local Miscellaneous 2.5% at age 55 Formula.
2. Employees are also provided retirement benefits under Social Security

B. Classic Member Retirement Contributions

1. The City shall pay the employer contribution rate to the extent and limits required by the Public Employees' Retirement System and Social Security.
2. Classic Member employees will pay the full employee's contribution to PERS.
5. The employee shall pay the full amount of the employee's contribution rate to Social Security. The City will pay the employer contribution.

C. New Member Retirement Benefits

New member employees hired after to January 1, 2013 shall have the PERS 2% @ 62 formula, as provided by the terms of the contract in effect between the City and PERS.

D. New Member Retirement Contributions:

The employee contribution rate shall be 50 percent of the "normal cost" rounded to the nearest quarter of 1 percent, as determined by PERS.

E. Supplemental Retirement Benefits

1. The City shall pay a supplemental retirement benefit to each eligible employee covered under the terms of this MOU who attains minimum retirement age. The term "minimum retirement age" is the age at which an employee first becomes eligible to receive a disbursement of a retirement benefit under the terms of the employee benefit plan described in section A of this Article. The term "eligible employee" is limited to those employees who leave City employment for the sole reason of retiring under a PERS regular service retirement, disability retirement, or industrial disability retirement provision.
2. The benefit provided under the terms of this section shall be a one-time lump sum payment, of the straight time value of the retiring employee's accumulated but unused sick leave on the date that the employee retires from City employment. For employees with ten or less years of service, the calculation will be 50% of the straight time value of the retiring employee's accumulated but unused sick leave. Employees with more than ten years of service will receive an additional 2.5% per full year of service over ten years. The reference to sick leave days in this section is for purposes of calculating the benefit provided under this section only, and shall not operate to "vest" sick leave days, or otherwise create any entitlement to pay for those sick leave days for an employee who terminates employment prior to attaining minimum retirement age as defined in this sub-part. The straight-time value of the retiring employee's sick leave days shall be computed solely and exclusively on the basis of the non-overtime normal wage rate paid to the employee, and no overtime premiums, or any other type of premium pay or pay for working out of class or employee benefits or other forms of non-straight time wage compensation shall be used for purposes of calculating the benefits due under this section.
3. Consistent with the sick leave provisions of this MOU, any employee whose employment with the City terminates for any reason prior to attaining minimum retirement age forfeits all accumulated but unused sick leave hours, and shall not become entitled or eligible to receive any benefits under the terms of this section even if the employee is subsequently re-employed by the City. Any rehired or reinstated employee shall begin to accrue sick leave hours as if they had never worked for the City previously. The benefit provided in this section shall not arise or vest, nor shall any City funds be identified, segregated or allocated for purposes of providing this benefit until such time as the individual employee applying for the benefit becomes eligible for the benefit as provided in this section and provides written notice to the Department Head and/or Human Resources Representative of his/her intention to retire from employment with the City. The benefit provided in this section shall not increase the City's obligations with respect to other benefits of employment, including, but not limited to, other retirement benefits, health and welfare benefits, sick leave benefits, disability benefits, or any other form of compensation or fringe benefits of whatsoever kind or nature.

F. Retiree Health Insurance Benefit

1. Any employee retiring after July 1, 2006 from the City under PERS, after 25 or more years of City service, is eligible for the following retiree health insurance benefit. It is not a requirement that an employee participate in CalPERS health plans to receive this benefit.
 - a. \$250.00 per month, not including the statutory administrative fee for PERS coverage. To receive this benefit a retiree must provide annual evidence of health insurance coverage to the Human Resources Representative.
2. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer if employed by such employer or receiving coverage through Medicare. If a retiree covered under another employer's group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

ARTICLE 10 - HEALTH AND WELFARE

A. Insurance Benefits

Effective January 1, 2020 the City's total Medical contribution shall be as follows:

Employee	\$ 815.00
Employee plus 1	\$1,625.00
Family	\$2,133.00

1. Employees electing to waive medical insurance coverage will receive a payment of \$250 per month (a rebate) if evidence of similar or better coverage from another source is provided. Employee may use this rebate to pay for elected dental and vision coverage.
2. The City shall supply and administer group health and welfare benefits on behalf of each eligible unit member. Said benefits shall include, but not be limited to health, dental, vision, and life.
3. Information on the plans selected for members shall be available to new employees at orientation. For further information or for help with questions the employee may contact the Human Resources Representative.
4. All benefits shall be subject to the standard provisions as set forth in the policy or policies, or PERS regulation.
5. Disputes concerning the hospital/medical, dental, vision and life insurance provided pursuant to this MOU including, but not limited to questions as to the scope of benefits of disability coverage, eligibility, premium rate and group membership decisions shall not be subject to the Grievance Procedure.

6. The City agrees to supply life insurance for each regular employee in the amount of \$50,000, \$5,000 per spouse and \$1,500 per dependent. The increase in benefit is not subject to the cost sharing formula stated in item #1.
7. Income Protection Insurance - The City shall provide without cost to the employee an Income Protection Insurance Program that shall insure a unit employee's income to a maximum of sixty-six and two-thirds (66 2/3) of monthly earnings with a ceiling of four thousand nine hundred ninety-nine (\$4,999) dollars in calculated base, reduced by other income. The City shall contribute a maximum of one (1) percent of Unit payroll toward the premium. Conditions of coverage shall be controlled by the master MOU with the insurance company.

B. Short Term Disability Insurance

So long as it is available on a bargaining unit-wide basis only, and solely at employee expense, the City agrees to take the necessary steps to enroll the employees in the bargaining unit in the State of California State Disability Insurance Program. It is understood and agreed that any such program will be on an integrated basis (with sick leave or other accruals, as appropriate) and funded by employee payroll deductions. If a less expensive optional STD Insurance program is available, the City and Union will meet to allow the change for the employee group.

ARTICLE 11 – SAFETY

A. Safe Conditions, Equipment and Duties

1. The City and its employees agree to maintain a safe and healthful place of work and to maintain safety as well as sanitary conditions in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employees shall be directed to the attention of the City. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. The employees and the Union shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.
2. The City shall provide all needed and/or necessary safety equipment for the employee(s) to perform the normal tasks of their respective classification(s). These devices and equipment shall be customary safety appliances to safeguard the employees against danger to health, life and limb. The City will make available to the employees updated training programs on safety matters and issues as it deems necessary. Such training will be provided as the City deems necessary and will include, but shall not be limited to, training on first aid, cardiopulmonary resuscitation (CPR), toxins and corrective procedures in dealing with toxins.

3. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.

B. Employee Alertness

1. The most effective safety equipment an employee possesses is an alert mind. Conversely, employees whose judgment, reactions and analytical processes are impaired or influenced by alcohol or drugs pose a risk to themselves, their co-workers and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees covered by this MOU are alert and are not under the influence of alcohol, controlled substances, drugs, or other conditions which would tend to affect or impair judgment, reactions or thought processes.
2. The parties recognize the problems associated with alcohol and drug abuse in the work place and recognize the safety hazard which would be presented if a unit employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means to protect the safety of employees in the unit. Union and the City have reached complete MOU on a drug and alcohol policy incorporated herein by reference. The parties to the MOU, therefore, wish to evidence their MOU to the concept of accurate drug and alcohol testing implemented with adequate safeguards to preserve employee privacy and prevent abuse.

C. Drug, Alcohol and Substance Abuse Policy

A model "Chain of Custody" procedure as set forth in Appendix "B" is incorporated herein by reference to this MOU and will be utilized in the City's contracts for testing services.

D. Employee Assistance Program

The City has established an Employee Assistance Program. This program provides confidential counseling help for employees and their families. This benefit allows for three visits per year per family member, at no cost to the employee. This program endeavors to provide counseling services for personal problems related to marital/family, relationship problems, alcohol or drug abuse, stress related problems, depression, and other types of psychological problems, for employees in need of such referral and intervention.

E. Safety Boots/Shoes

The City shall provide appropriate foot protection for employees who are exposed to foot injuries from electrical hazards, hot, corrosive, poisonous substances, falling objects, crushing or penetrating actions, which may cause injuries or who are required to work in abnormally wet locations.

ARTICLE 12 – REDUCTION IN FORCE AND RE-EMPLOYMENT

A. Finding for Reduction in Force

When the City Council has made a finding that for reason of lack of work or lack of funds, that a reduction in service is needed, the City will meet and confer with Union to explore alternatives such as: early retirement incentives (i.e. “golden hand shake”), transfer opportunities, training and development assignments, and voluntary layoff, to mitigate the impact of layoffs.

B. Voluntary Furloughs

Voluntary furloughs/hours reduction may be made on an individual basis. Voluntary hours will be integrated into imposed involuntary hours.

C. Involuntary Furloughs

Involuntary furloughs or reductions in hours may be imposed on a uniform basis by class within a department, but not to exceed 40 hours per fiscal year. Furloughs will be implemented in not more than 40 hour increments, after meet and confer regarding the impact on unit members resulting from the involuntary furlough. If additional involuntary furlough hours up to 40 hours for a total of 80 hours per year are requested, the meet and confer process will be used to determine the impact of the additional furlough hours. If an agreement cannot be reached regarding the use of the additional 40 hours of involuntary furlough, the City has the option of reducing the work force through layoffs.

1. In lieu of taking actual furlough time, employees may individually elect to pay a higher portion of the City provided benefits (i.e. health insurance) in an amount equal to the total savings that that would have been realized by the furlough time. Equivalent paid time will be taken off. Savings must be achieved within the same fiscal year as the assignment of furloughs.
2. Insurance benefits, leave accruals, retirement service credit, and related benefits will continue at the employee’s regular rates as if no reduction in time had occurred.
3. The City may request to have specific classifications or employees exempted from the involuntary furlough program due to work load demands, limited staffing or other reasons. Union and the City must mutually agree to any exemptions.

D. Treatment of Employees Laid Off

1. Layoff Authority – The City may lay off employees pursuant to the following procedures:
 - a. The City will notify Union of those positions pending layoffs at least five (5) working days prior to the notification of layoff to employees.

- b. The City will notify affected employees at least two (2) weeks prior to actual layoff date or provide 2 weeks severance pay to the employee in lieu of notice.
 - c. The City will provide Union with the opportunity to meet and confer regarding alternatives to layoffs and the impacts of the layoffs.
- 2. Reasons for Layoffs – The City may layoff an employee when necessary for reasons of lack of work or lack of funds.
- 3. Employment Status and Order of Layoff – Layoffs will be made by class and grade within a department. In each class and grade, within a department in which there is to be a layoff or reduction, employees shall be laid off according to employment status in the following order by class and grade:
 - a. Extra help and temporary employees shall be laid off, in an order determined by the City, before any permanent part-time probationary employees.
 - b. Permanent part-time probationary employees within the department shall be laid off, in an order determined by the City, before any full-time probationary employees.
 - c. Full-time probationary employees in the Department shall be laid off, in seniority order determined by the City, before any permanent part-time employee.
 - d. All permanent part-time employees, hired after July 1, 2009 in the department shall be laid off, in seniority order determined by the City, before any regular full-time employees.
 - e. Full-time permanent and permanent part-time employees.
 - i. In case there are two or more full time permanent employees in the class and grade, the layoff will be conducted by inverse order of seniority in City service, EXCEPT where an employee was designated at the time of hire to possess special skills essential to the City.
 - ii. An employee may request a voluntary lay off or reduction rather than cause some less senior employee to be laid off. If the employee is laid off, they are entitled to have their name placed on the re-employment list provided for in paragraph F of this section.

E. Bumping Rights

- 1. An employee who is laid off and has seniority rights shall have bumping rights to the same or lower class and grade within the City wide classification series in which they are currently employed and for which they possess the necessary qualifications.
- 2. If an employee does not have seniority rights within the classification series, then the employee may elect to “bump” to a position previously held, provided they have seniority rights and currently meet the position qualifications.

3. No employee shall be allowed to “bump” to a class for which they do not possess the minimum qualifications.
4. An employee whose position must be laid off and who requests a voluntary reduction or lay off rather than cause some less senior employee to be laid off is entitled to have their name placed on the re-employment list.
5. Total City seniority shall mean an employee’s length of employment starting from the most recent date of employment or re-employment in a regular position. For purposes of calculating seniority, time spent in a temporary status prior to appointment to a regular position will not be included.
6. Employees retreating to a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be above that received in the class from which the employee was laid off.
7. The bumping rights process provided for in this MOU are effective the same date as the final ratification of the MOU by the parties.

F. Re-Employment List

1. In accordance with Article IX, Section 8 of the City Charter, whenever a position in any class is to be filled, unless filled by reduction of rank as provided above, it shall be filled in the following order:
 - a. from the re-employment list for that class;
 - b. from the promotional register of eligible for that class;
 - c. from the appropriate competitive register of eligible.

The names of persons laid off, or reduced in accordance with these rules, shall be entered upon a re-employment list in the inverse of order specified for layoff. Such list shall be used by the appointing authority when a vacancy arises in the same class/grade of position before certification is made from an eligible list. When a vacancy occurs, the appointing authority shall appoint the person highest on the re-employment list who is available. One refusal shall cause the incumbent’s name to be stricken from the list.

Names of persons laid off, or reduced in lieu of layoff, shall be retained on a re-employment list for a 24 month period, except for those names of persons appointed to regular positions of the same level as that from which laid off shall, upon such appointment, be dropped from the list. Persons reduced or re-employed to a lower class or re-employed on a temporary basis shall be continued on the list for the higher position for an additional 6 months. A person appointed from a layoff list shall have no seniority accrued, except active service. A person appointed from a layoff list shall be given accrual rates for vacation, sick leave, etc. based on total service time with the City. A person appointed from a layoff list within the first 12 months shall have previous accruals (i.e. sick leave), not paid out at the time of layoff, fully restored.

G. Alternatives to Layoffs

1. After finding that a layoff of Union represented positions is to be recommended to the City Council, the City shall meet with Union to explore alternatives to laying off workers such as: early retirement incentives, transfer opportunities, training and development assignments, and voluntary layoff.
2. If, after alternatives have been exhausted, layoffs have been approved by the City Council, the City shall make the following referrals to services available, at no additional cost to the City:
 - a. Employee Assistance Program counseling;
 - b. Job counseling (including resume preparation, interview skills, updated information on completing applications, networking skills);
 - c. Access to public information provided in a public space regarding employment opportunities in surrounding cities and other agencies with whom the City has contacts;
 - d. Such services shall be provided by the City for a period not to exceed three calendar months from the date of layoff.

ARTICLE 13 PERSONAL PROTECTIVE EQUIPMENT

The City will provide foul weather gear and other PPE as needed.

ARTICLE 14 - DISCIPLINARY ACTION

A. Employee Rights

Every employee shall retain his/her employment so long as it exists under the same or a different title, during good behavior and shall not be suspended, fined, demoted, removed or otherwise penalized, except as provided in the paragraphs below.

B. Statutory Compliance

This article is subject to every provision of the constitution and applicable Federal and State Statutes designated as a general ground of forfeiture of employment or imposing a criminal liability.

C. Principle of Disciplinary Action

The principle objective of any disciplinary action shall be to improve the performance, efficiency, and morale of the City service. Any action, which reflects discredit on the City, is a direct hindrance to effective performance of the City government functions, or improper employee conduct, shall be considered good cause for disciplinary action.

D. Definitions

1. Oral Warning - Verbal communication to the employee regarding the deficiency or problem(s) observed.

2. Letter of Reprimand - Any regular employee may be reprimanded by the Department Head by an order in writing, a copy of which may be entered into his/her personnel file.
3. Suspension - The Department Head may suspend without pay a subordinate employee after consultation with the Finance Director and approval of the City Manager. Fringe benefits will not accrue during a period of suspension without pay.
4. Leave Reduction - As an alternative to suspension without pay, a Department Head may reduce an employee's vacation or compensatory time leave balances as a method of disciplinary action. Such reductions must be with joint approval of the employee. The Department Head may choose another form of discipline to substitute for, or to supplement, the leave reduction.
5. Demotion - A Department Head, after consultation with the Finance Director and approval of the City Manager, may demote an employee in pay or to a lower classification.
6. Dismissal - The Department Head may dismiss an employee, after consultation with the Finance Director and approval of the City Manager, from his/her position with the City in accordance with Subsection E of this section.
7. Reference to Days - For purposes of this section, any reference to days shall mean calendar days. If the last calendar day is on a weekend day or holiday, the last day shall be the following City Hall business day.

E. Oral Warning or Letter of Reprimand

In most instances, Supervisors or Department Heads should initially orally communicate to the employee the deficiency or problems observed. If the warning is issued as a letter of reprimand, a copy shall be filed in the employee's personnel file. The affected employee may respond by placing a letter of rebuttal in his/her file within 30 calendar days of the date that the employee receives the letter of reprimand. A copy of the response will be forwarded to the Department Head. A regular employee shall be entitled to an appeal to the Department Head concerning an oral warning or a letter of reprimand. Appeals must be requested within five working days of the date the oral warning or a letter of reprimand was issued. No further appeals shall be permitted. At the request of the employee, a letter of reprimand may be removed from the employee's personnel file after one year provided there have been no further infractions.

F. Discipline Procedures

Prior to taking the action of suspension, leave reduction, demotion, or dismissal of a regular employee, the Department Head shall comply with the following procedures:

1. Pre-Discipline (Skelly) Procedures - Applicable to All Regular Employees (Applies Only to Demotions, Suspensions, Dismissals)

- a. When the decision has been made by the Department Head that disciplinary action might be taken against an employee, the Human Resources Representative, or in his/her absence, the City Manager, shall be contacted so that all disciplinary procedures are followed. The Department Head will then prepare a Notice of Intended Disciplinary Action to be given to the employee, which shall include as attachments:
 - 1) A written copy of the charges being made;
 - 2) The grounds for such charges;
 - 3) All documents which support such action;
 - 4) The type of disciplinary action intended;
 - 5) Copies of Personnel Rules violated.
- b. Notice shall also include a statement advising the employee that they may respond to the charges either verbally or in writing within a reasonable, specified time period, which will not exceed ten (10) calendar days starting from the date of receipt of the notice.
- c. The City will choose a Department Head, other than the disciplined employee's Department Head, to act as the Skelly Officer. The Skelly Officer will make themselves available to hear verbal responses or answers to the proposed disciplinary actions, and/or consider any written responses submitted by the employee.
- d. All information supplied by the employee in response to the proposed action will be considered by the Skelly Officer prior to making a final decision on what disciplinary action is appropriate.
- e. During the Skelly hearing, employees may be represented by a representative of their choice. However, the employee shall only have the right to show cause, if any, why the proposed disciplinary action should not be taken. The employee shall be allowed to see all documents and material, which are being considered to support the proposed disciplinary action.
- f. Upon completing the Skelly procedures, the Skelly Officer will make their recommendation known to the charging Department Head and the Department Head may resolve the matter without taking disciplinary action, or take the proposed action, or modify action as may seem appropriate.
- g. If disciplinary action is taken, the employee shall be advised in writing and given a Final Notice of Disciplinary Action including a copy of the appeal procedure containing his/her right of appeal and all documents on which the discipline is based.

G. Appeal

Any regular employee who has completed their initial probationary period shall have the right to appeal a suspension, leave reduction, demotion or dismissal.

1. Method of Appeal - A regular employee shall file a written notice within ten (10) calendar days, starting from the date of receipt of the notice of disciplinary action. The appeal shall be addressed to the Human Resources Representative.
2. Notice of Hearing - When an appeal has been filed, a date shall be set for a hearing on the appeal. The Personnel Commission shall, within 14 days after receipt of the request, set a date for the hearing. The date for the hearing shall not be less than ten (10) calendar days nor more than thirty (30) calendar days from the date of filing of the appeal. The Human Resources Representative shall notify all interested parties of the date, time and place of the hearing.

H. Hearing

1. When an appeal has been filed, a Hearing Officer may be appointed by the Personnel Commission or the Commission may itself hear the appeal. The detailed instructions for hearing are contained in the Civil Service Rules and Regulations – Article 11.
2. If the Commission hears the appeal they must provide a written response within 30 days. If the Commission appoints a Hearing Officer, the Hearing Officer shall, within fifteen (15) calendar days after said hearing make a written recommendation to the Personnel Commission as the appropriate disposition of the case.
3. The Personnel Commission shall schedule consideration of the proposed decision no later than fourteen (14) days thereafter. Notice of the date and copies of the proposed decision shall be given to the parties prior to the date set for consideration. The parties shall be allowed to briefly argue for or against adoption of the proposed decision.

I. Final Appeal

The decision of the Commission may be appealed to the Superior Court under the applicable Sections of the Code of Civil Procedure in accordance with the procedures set forth in the said Code within 90 days after the filing of the written decision.

ARTICLE 15 - GRIEVANCE PROCEDURE

A. Definition

A grievance is any dispute concerning the interpretation or application of this resolution, or of rules or regulations governing personnel practices, working conditions, the practical consequences of the City rights' decisions on wages, hours and other terms and conditions of employment.

B. Process

Grievances shall be processed in accordance with procedures established by the City.

C. Procedures

All grievances shall be processed only in accordance with the procedures and general conditions set forth below:

It is the intent of these procedures to encourage resolution of complaints and grievances informally, at the nearest practical organizational level from which it emanates, and as promptly and fairly as possible to all concerned.

1. Informal Grievance - Within five (5) working days/shifts following an occurrence-giving rise to a grievance, the employee shall orally present the grievance situation to his/her immediate supervisor. (Exception: where the grievance directly involves the working relationship with the supervisor, the grievance shall be presented to the next higher level of supervision). The employee and supervisor have a mutual responsibility to have the grievance resolved at their level whenever possible.

Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

2. Formal Grievance - A formal grievance shall be initiated in writing.
 - a. Step 1 - If a mutually satisfactory solution of the grievance was not resolved informally, the employee may file a written grievance with his/her Department Head (or designated representative) within five (5) working days/shifts after the last meeting between the employee and supervisor. If an employee is concerned about going to the Department Head, he/she may go to the Human Resources Representative who will assist in bringing the appeal forward with the employee to the Department Head. Within ten (10) working days/shifts after the formal grievance is received, the Department Head shall investigate the facts and issues at the earliest date consistent with the nature of the grievance and the normal conduct of the department's business. Within five (5) working days/shifts after concluding the investigation, the Department Head shall render a decision in writing to the employee.
 - i. Unless the decision of the Department Head is appealed by the employee to Step Two, within the time limits provided, the grievance shall be deemed resolved, final and binding.
 - b. Step 2 - If the employee finds that the grievance has not been resolved in Step One, he/she may, within five (5) working days/shifts after the Department Head's decision is rendered, request in writing that the City Manager consider the grievance and decision as rendered by the Department Head. Within ten (10) working days/shifts after the grievance is received, the City Manager (or designated representative)

shall review the facts, issues, and make such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days/shifts after concluding the review, the City Manager shall render a decision in writing to the employee and Department Head.

i. Unless the decision of the City Manager is appealed by the employee to Step 3, in the time provided, the grievance shall be deemed resolved, final and binding.

c. Step 3 - If the employee finds that the grievance has not been resolved in Step 2, he/she may, within five (5) working days/shifts after the City Manager's decision is rendered, request in writing to the Personnel Commission, that they consider the grievance and decision rendered by the City Manager. Within fifteen (15) working days/shifts after the grievance is received, the Personnel Commission shall commence conducting the review. The Personnel Commission shall determine the best means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days/shifts after concluding the review, the Personnel Commission shall render a decision in writing to the employee, City Manager, Finance Director and Department Head.

i. The decision rendered by the Personnel Commission shall be final and binding on all parties.

D. General Conditions:

The review and determination of a grievance is subject to certain interpretations and applications as set forth under Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the meet and confer process. Oral or written evaluations or other corrective directives and merit step determinations, for example, are not grievable matters.

Grievances may be made only on behalf of an employee who has successfully completed a required probationary period and attained regular status.

An employee may choose to represent himself/herself or select a representative of his/her choice. The employee shall be personally present at any meeting which may be held, unless he/she specifically waives that right in writing.

In the event that more than one employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The employee shall be

present at any meetings which may be held, unless he/she specifically waives that right in writing.

Any time limit of these procedures may be extended by mutual consent of the parties in writing, or by action of the Personnel Commission in writing to all parties.

During the grievance process, there shall be no interruption of scheduled work of a department or the City.

ARTICLE 16 – INTERNAL POSTING

All vacant positions within Unit #3 will be posted internally for a minimum of three days prior to an external posting. Any internal candidate, who expresses interest and is qualified for the position, will be granted an interview prior to external posting

ARTICLE 17 - PERFORMANCE EVALUATIONS

A. Responsibility for Performance Appraisals

1. It shall be the responsibility of the Department Heads and the Departmental Supervisors to prepare a performance appraisal for each employee assigned to them.
2. Per the Personnel Compendium, the City Manager shall have the responsibility to ensure departmental compliance in completing performance reviews with all employees.
3. The City agrees to notify Union when in August they will present the above annual report.

B. Frequency of Evaluations

1. Probationary Employees - For each probationary employee having a probationary period of six months, the employee's supervisor shall conduct a performance review at least every two months, and so note in the employee's personnel file.
2. Regular Employees - A written performance appraisal shall be prepared at least annually for all employees within thirty days of their salary anniversary date.
3. Merit Increase - No merit increase approvals shall be implemented until the employee's performance appraisal is completed with a satisfactory or better rating justifying the merit increase. Employees who receive late evaluations that are satisfactory or above shall also receive retroactive pay back to their salary anniversary date.
4. Additional Performance Appraisals - Additional performance appraisals may be prepared at any time during the review period, upon reasonable request of the employee or at the discretion of the supervisor.

C. Review and Distribution of Evaluation

1. Each performance appraisal shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or which are unacceptable. Employees shall be encouraged to comment about their work performance in a written statement attached to the appraisal within thirty (30) days of the performance appraisal.
2. The employee will be encouraged to sign the performance appraisal to acknowledge awareness of its contents and discussion of the appraisal with the evaluator. The employee shall be informed that his or her signature does not necessarily mean that the employee fully agrees with the contents of the report and the employee may so state on the report before signing.
3. Performance appraisals prepared by subordinate supervisors shall be reviewed and approved by the Department Head after review with the affected employee. All performance appraisals shall be forwarded to the City Manager via the Human Resources Representative for final review and approval, prior to discussion with the employee.
4. A copy of the final approved performance appraisal shall be provided to the employee. The original shall be placed in the employee's personnel file.
5. Nothing herein shall limit the preparation of supplemental written information to accompany the evaluation form reports, however, all written information shall be provided to the employee who shall have the right to respond in writing within thirty (30) days after each issuance.

ARTICLE 18 - NO STRIKES/NO LOCKOUTS

It is agreed by Union and the City that there shall be no strikes or lockouts during the term of this MOU.

ARTICLE 19 - DISTRIBUTION OF MOU

City shall cause to be printed copies of this MOU as soon as practical after City Council approval for distribution to all applicable employees and shall provide copies to new regular employees.

ARTICLE 20 – WAIVER

Union and the City Manager, for the life of this MOU, voluntarily and unqualifiedly waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this MOU, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this MOU. Nothing herein shall preclude the parties from meeting and negotiating by mutual consent.

ARTICLE 21 - SEVERABILITY SAVINGS CLAUSE

If, during the life of this MOU, any law or any order issued by a Court or other tribunal of competent jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this MOU, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this MOU shall not be affected thereby and shall continue in full force and effect.

In the event of suspension or invalidation of any Article or Section of this MOU, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of endeavoring to arrive at a mutually satisfactory replacement for such Article or Section.

ARTICLE 22 - TERM OF MOU

This MOU shall be effective on ~~July~~ September 1, ~~2021-2022~~ and terminate ~~August-June~~ 30, ~~2022~~2023.

This MOU may be extended, modified, or amended; provided, that either party notify the other within ninety (90) days prior to the expiration date of this MOU of its desires, and both parties mutually agree in writing to the extension, modification or amendment.

ARTICLE 23 - NOTICE

Whenever a provision is made in this MOU for the giving, service, or delivery of any notice, statement, or other instrument, the same shall have been deemed as delivered, duly served or given upon personal delivery or upon mailing the same by United States registered or certified mail, proof of service, to the party entitled thereto at the address set forth below:

City:

City Manager
City of Grass Valley
125 E. Main Street
Grass Valley, CA 95945

Union:

Business Agent/Unit Representative
Stationary Engineers Local 39
3272 Fortune Court
Auburn, CA 95602

PARTIES SIGNATORY

The City and representatives of the Employees for the Unit have held meetings and discussed the above, and representatives of the Employees have caused this MOU to be signed and the representatives of the City have caused this MOU to be signed to signify their mutual recommendation for approval by the City Council as follows:

INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY ENGINEERS

CITY OF GRASS VALLEY

LOCAL NO. 39

Bart Florence, Business Manager

Tim Kiser
City Manager

Jeff Gladieux, President

~~Charlie Solt~~ [Brandy Johnson](#), Director of Public Employees

Stephen Hatch, Business Representative

~~Abigail Walker~~ [Zac Quentmeyer](#), Bargaining Team Member

[Tina West, Bargaining Team Member](#)

APPROVAL OF MOU

Approval and adoption of this MOU is made this 13th day of September 2022, effective September 1st, 2022 by the Grass Valley City Council.

ATTEST:

Ben Aguilar, MAYOR

APPROVED AS TO FORM:

Michael G. Colantuono, CITY ATTORNEY

APPENDIX B - PROCEDURE TO MONITOR CHAIN OF CUSTODY

Upon implementation of its drug/alcohol-testing program, the City of Grass Valley should enter a contractual agreement with a NIDA certified physician service, hospital, and/or laboratory.

Inter alia, the contractee should design a chain of custody procedure, a copy of which should be provided by the City to the Bargaining Unit. Items to be addressed include:

- A. Who will coordinate the urinalysis program? This question really has two parts: What department will be responsible for the program, and who will collect the sample?
- B. How will sample tampering be prevented?
- C. Chain of custody samples: Starting at the time of collection, a sample's chain of custody must be documented and protected. Chain of custody is a legal term that refers to the ability to trace the sample from the time it was donated by the employee or applicant through all the steps in the process: from collection, through analysis, to reporting the result.

1. Were the specimen and the reported result correctly matched?
2. It will be further required that each time the sample changes hands or is moved from one place to another, it is signed and kept in a secure area to insure against inadvertent or intentional switching with another sample.
3. The elements of a good chain of custody procedure include the following:

The employee should be supervised while delivering the specimen.

The specimen container/s, preferably tamper-proof, should be banded directly to the person supervising the collection and labeled and sealed immediately. (The sample should be split, with one container held in reserve for possible re-testing).

The collector and the donor should initial the bottle to indicate that both agree that the bottle contains the person's urine specimen.

The name of each person who has access to the specimen should be noted on a form accompanying the specimen.

The sample should be kept in a secure place such as a locked room or refrigerator until it is either tested or sent to the laboratory.

APPENDIX B - PROCEDURE TO MONITOR CHAIN OF CUSTODY (continued)

Testing performed at the workplace should be done in a secure location to avoid the possibility of a passerby exchanging samples.

The sample must be transported to an outside laboratory. It should be mailed in a sealed container. U.S. Mail, or a commercial postal service or courier are all acceptable means for transporting specimens.

The specimen must be in the same condition when offered as evidence as it was when taken, unless the change is for a justified purpose such as an alteration required for the testing procedure.

D. Further items to be addressed concern the documentation procedures and consequences when an employee:

1. Refuses to submit a specimen; or
2. Alleges that he/she cannot provide a specimen.

E. Maintenance of confidentiality by facility and employer:

1. If the medical department does the testing and the results become part of the medical file, that file is protected under law.
2. Stringent confidentiality is required by all departments of the City. Unless there is justifiable reason to know the test results, the information should be confidential.

APPENDIX C – CLASSIFICATIONS (UNIT 3)

The terms and conditions of this agreement shall apply to active covered employees employed by the City within the following classifications:

<u>Account Clerk I</u>	<u>Account Clerk II</u>
<u>Senior Account Clerk</u>	<u>Senior Admin Clerk</u>
<u>Accounting Technician</u>	<u>Accountant I</u>
<u>Finance Technician</u>	<u>Finance Specialist</u>
<u>Police Evidence/Property Technician</u>	<u>Police Records Technician</u>
<u>Community Service Officer I</u>	<u>Public Safety Analyst</u>
<u>Community Service Officer II</u>	
<u>Engineering Tech I</u>	<u>Engineering Tech III</u>
<u>Engineering Tech II</u>	<u>Sr. Engineering Tech</u>
<u>Engineering Technician</u>	
<u>Animal Control Officer</u>	<u>Senior Animal Control Officer</u>
<u>Animal Shelter Kennel & Office Assistant</u>	<u>Community Services Analyst I</u>
<u>Parking Enforcement Officer</u>	<u>Community Services Analyst II</u>
<u>Senior Planner</u>	<u>Associate Planner</u>
<u>Account Clerk I</u>	
<u>Account Clerk II</u>	
<u>Senior Account Clerk</u>	<u>Senior Admin Clerk</u>
<u>Accounting Technician</u>	
<u>Accountant I</u>	<u>Finance Technician</u>
<u>Finance Specialist</u>	<u>Police Evidence/Property Technician</u>
<u>Police Records Technician</u>	
<u>Public Safety Analyst</u>	
<u>Engineering Tech I</u>	
<u>Engineering Tech II</u>	<u>Engineering Tech III</u>
<u>Engineering Tech</u>	<u>Engineering Tech Sr.</u>
<u>Animal Control Officer</u>	<u>Senior Animal Control Officer</u>
<u>Building Official</u>	<u>Community Services Analyst</u>
<u>Senior Planner</u>	<u>Associate Planner</u>

The Union shall be considered the recognized bargaining agent for any classes certified to it by the Civil Service Commission during the term of this MOU. The City shall provide, upon request, a written list of all new hires and separations for all classes represented by the Union.

