

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL
AND
PUBLIC SAFETY MANAGEMENT UNIT #10
February 15, 2026 – June 30, 2026

Table of Contents

AGREEMENT DESCRIBING SALARIES, BENEFITS AND WORKING CONDITIONS APPROVED BY CITY OF GRASS VALLEY CITY COUNCIL FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #10 PUBLIC SAFETY MANAGEMENT 5

PREAMBLE 5

ARTICLE 1- RECOGNITION 5

ARTICLE 2- SUPPORT OF AGREEMENT AND MEET AND CONFER PROCESS..... 6

ARTICLE 3- EMPLOYEE ASSOCIATION RIGHTS 6

A. Unit #1 Member Meetings..... 6

B. Bulletin Boards 6

C. Use of Facilities..... 6

D. List of Designated Representatives 6

E. Regular EmployeesError! Bookmark not defined.

ARTICLE 4- MANAGEMENT RIGHTS AND RESPONSIBILITES 6

ARTICLE 5- HOURS OF WORK AND BASIS OF COMPENSATION..... 7

A. Hours of Employment..... 7

B. Pay Periods.....Error! Bookmark not defined.

C. Work Periods.....Error! Bookmark not defined.

D. Lunch and Rest Periods.....Error! Bookmark not defined.

E. Calculation of Compensation.....Error! Bookmark not defined.

ARTICLE 6- SALARY 9

A. Salary Schedule 9

B. Overtime 9

C. Rules for Use of Salary Schedule 10

D. Other Considerations..... 11

E. Educational Incentive 11

F. POST Incentive..... 13

G. Professional Licenses 13

H. Telephone Call Back Pay 13

I. Standby Time.....Error! Bookmark not defined.

J. Shift DifferentialError! Bookmark not defined.

ARTICLE 7- LEAVE13

A. Absence from Duty	13
B. Personal Leave.....	14
C. Extended Medical Leave	15
D. Bereavement Leave	16
E. Holidays.....	16
F. Jury Duty Leave	17
G. Community Service Organization Leave	17
H. Family and Medical Care Leave.....	17
I. Family Care School Partnership Act	18
ARTICLE 8 – LEAVE (BATTALION CHIEFS ONLY).....	ERROR! BOOKMARK NOT DEFINED.
A. Vacation/Sick Leave to Personal Leave Conversion	Error! Bookmark not defined.
B. Personal Leave Accrual (56-hour work week)	Error! Bookmark not defined.
C. Worker’s Compensation Pay.....	Error! Bookmark not defined.
D. Bereavement Leave	Error! Bookmark not defined.
E. Holidays.....	Error! Bookmark not defined.
ARTICLE 9- PROFESSIONAL AND REPRESENTATIONAL EXPENSES.....	18
A. Professional Dues and Fees	18
B. Travel	18
C. Civic and Professional Participation	18
D. Reimbursement.....	19
E. Receipts and Billing	19
ARTICLE 10- RETIREMENT	19
A. Retirement Benefits	19
B. Retirement Contributions	19
C. Supplemental Retirement Benefit	20
D. Retiree Health Insurance Benefit	21
ARTICLE 11- HEALTH AND WELFARE	21
A. Insurance Benefits	21
B. Cost Containment Committee	22
C. Long Term Disability	22

D. Legal Defense Insurance	22
E. Short Term Disability Insurance	22
ARTICLE 12- SAFETY	22
A. Safe Conditions, Equipment and Duties	22
B. Uniforms.....	23
C. Employee Alertness	23
D. Drug, Alcohol and Substance Abuse Policy	24
E. Employee Assistance Program	24
ARTICLE 13- REDUCTION IN FORCE AND RE-EMPLOYMENT	24
A. Layoff/furlough Provision	24
 ARTICLE 14- GRIEVANCE PROCEDURE	 24
A. Definition	24
B. Process	25
C. Procedures	25
D. Informal Grievance	25
E. Formal Grievance	25
F. General Conditions	26
1. Review and determination of a grievance is applicable 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.....	26
ARTICLE 15- RESIDENTIAL MILEAGE RESTRICTION	27
ARTICLE 16- MAINTENANCE OF NEGOTIABLE BENEFITS	27
ARTICLE 17- NOTICE	27
ARTICLE 18- SEVERABILITY SAVINGS CLAUSE	27
ARTICLE 19- TERMS OF AGREEMENT	27
RECOMMENDATION OF REPRESENTATIVES	28
APPROVAL OF AGREEMENT	28
APPENDIX A.....	29
APPENDIX B - PROCEDURE TO MONITOR CHAIN OF CUSTODY	30

AGREEMENT DESCRIBING SALARIES, BENEFITS AND WORKING CONDITIONS
APPROVED BY CITY OF GRASS VALLEY CITY COUNCIL FOR AND ON BEHALF OF THE
EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #10 PUBLIC SAFETY
MANAGEMENT

PREAMBLE

This Memorandum of Understanding (the "Agreement" or the "MOU") is made and entered into by and between the City of Grass Valley and the Public Safety Management Employee Unit # 10 ("Unit"), pursuant to the Meyers-Milias-Brown Act of the State of California and the City of Grass Valley's Employer-Employee Relations Resolution (No 93-40).

This Memorandum of Understanding, hereinafter referred to as "MOU" or "Agreement", describes salaries, benefits and working conditions approved by the City of Grass Valley, hereinafter referred to as the "City", for employees in City Unit #10 – Public Safety Management, hereinafter referred to as "Employees".

The parties to this Memorandum of Understanding 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- RECOGNITION

The City recognizes the Unit as the sole and exclusive representative of the City classifications listed in Appendix A.

During the term of this Agreement, the City agrees not to meet and confer with any other organization on matters upon which the Unit is the exclusive representative, and which is within its scope of representation.

The Meyers-Milias-Brown Act (MMBA) does not define either "confidential" or "management" employees, and Government Code section 3507.5 authorizes each local agency to adopt procedures for determining which of its employees will be designated confidential or managerial. The MMBA, however, does not exclude management and confidential employees from the definition of employees entitled to the organizational and representation rights of the Act. This MOU defines a "Confidential Employee" as "an employee who, in the course of his or her duties, has access to information relating to the City's administration of employer-employee relations, as determined by the City Manager." It defines "Management/Supervisory Professional Employee" as "an employee having responsibility for formulating, administering, or managing the implementation of City policies or programs, as determined by the City Manager." While employees designated as Confidential Employees may be represented by the Unit, the parties acknowledge and agree that such designated employees may not represent the Unit, participate in the bargaining process, or share any confidential information in connection with labor relations that would undermine the respective roles of each party in the bargaining process.

It is acknowledged and agreed that the following management positions are expressly excluded from representation by the Unit and from coverage under this MOU: All elected officials, the City Manager, the City Clerk, all Department Directors.

ARTICLE 2- SUPPORT OF AGREEMENT AND MEET AND CONFER PROCESS

The Unit agrees that it shall utilize the regular meet and confer process and endeavor to reach agreement on wages, hours and conditions of employment only through that process. The City agrees to utilize the meet and consult process exclusively in a good faith attempt to reach consensus regarding wages, hours and conditions of employment. Unit representatives agree to pursue the "Open Door" policy of the City to resolve disputes that might arise concerning the interpretation or application of this Agreement. During the term of this MOU the parties agree, should the meet and confer process not be successful in addressing matters under this agreement, the parties will use the dispute resolution process as provided herein or within the Civil Service Rules as a means of adjudicating disputes between them.

ARTICLE 3- EMPLOYEE ASSOCIATION RIGHTS

A. Unit 10 Member Meetings

Unit Members may meet to address Unit business as necessary during non-work time. The Unit members are responsible to ensure meeting spaces are properly secured and clean. Unit members may meet to address Unit business during reasonable times that impact the member's work hours with prior written approval from the City Manager or their designee, which will not be unreasonably denied, and prior written notice to the member's Department Head.

B. Bulletin Boards

The Unit may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Unit #10 representatives and will include the date of posting and the date of removal.

C. Use of Facilities

Unit #10 members may use designated facilities, depending upon availability of space, for meeting purposes at no charge upon prior written approval from the City Manager, their designee or Department Head. No request for use of City facilities shall be unreasonably denied. City use of any facility will have priority over Unit use and may require the Unit to reschedule or relocate meetings.

D. List of Designated Representatives

Unit 10 will file with the Human Resources Manager annually, and update as needed, a list of Unit's Designated Representatives.

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 Memorandum of Understanding.

Unit 10 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 Agreement, 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.

Unit 10 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 Agreement.

Unit 10 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 Agreement.

It is understood and agreed that the specific provisions contained in this Agreement 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 Agreement, such practices and procedures are discretionary with the City. Nothing contained in this Agreement 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 Agreement 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. FLSA Exempt Employees:

This subdivision shall only apply to Unit members who are FLSA exempt.

1. Hours of Employment

The Hours of employment and legal holidays to be observed shall be with due regard for the convenience of the public. Employees in this Unit who are defined as exempt status 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. Leave time for exempt employees will be accounted for in full day increments.

2. Pay Periods

The "pay period" shall be fourteen (14) calendar days from midnight Sunday 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.

3. Work Periods

- i. The normal work period shall generally be eighty (80) hours within each pay period for each full-time employee unless established otherwise for any classification by the City Council. Employees are expected to engage in those hours of work that are

necessary to fulfill the obligations of their classification. The work period shall coincide with the established two (2) week period (consisting of fourteen (14) days or two (2) weeks) from Saturday midnight to the second (2nd) following Saturday at midnight.

- ii. The normal workday generally means a day on which an employee works eight (8) hours. Employees are expected to engage in those hours of work that are necessary to fulfill the obligations of their classification. Nothing in this section shall prohibit the establishment of alternative work schedules.
- iii. The City will work with representatives of Unit 10 to establish and implement alternative work schedules. The schedules will be implemented to enhance productivity and coordination of work efforts. The normal work week designation may be modified as necessary to implement new work schedules. Alternative work schedules may be terminated by the City with two (2) weeks' notice to employees. The granting or elimination of alternative work schedules is not grievable.

4. Lunch and Rest Periods

- i. Exempt employees are required to work the necessary hours to accomplish required duties and responsibilities. Use of time is to be coordinated with their supervisor.

5. 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 two thousand eighty (2,080) hours per year and twenty-six (26) equal pay periods.

B. FLSA Non-Exempt Employees (Shift Work):

This subdivision shall only apply to Unit members who are FLSA non-exempt.

1. Pay Periods:

The "pay period" shall be fourteen (14) calendar days from Sunday at 0800 to 0800 on the second Sunday thereafter, and refers to the period of computing compensation due for all normal working days during that period. Actual payment of payroll shall be made the ensuing Friday following the end of the pay period. The employee or his designee with valid ID may pick up payroll after 12:00 noon that Friday at the employee's assigned station. There are twenty-six (26) equal pay periods per year.

2. Work Periods

- i. For employees assigned to Shift Work, the work period will be twenty-eight (28) day work period.
- ii. The average weekly duty hours shall be fifty-six (56) hours per week for Shift Employees.
- iii. The Bi-weekly average work hours shall be one hundred twelve (112) hours for positions of Firefighter, Engineer and Captain who are assigned shift work Shift Work employees at fire station(s) and shall coincide with the established two (2) week pay period (consisting of fourteen (14) days or two (2) weeks).
- iv. 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.

3. Calculation of Compensation

- i. Compensation for Shift Work employees is based on twenty-seven hundred, fifty-six (2,756) hours per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour. The amount of salary for the first pay period in a twenty-eight (28) day work period shall be calculated by multiplying the hourly rate by one hundred six (106) hours. The second pay period of a 28-day work period will be one hundred six (106) hours at the hourly rate plus FLSA overtime and other appropriate compensation earned during the entire 28-day work period.
- ii. 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.

4. Work Day

- i. For Shift Work Employees working the normal work day means each day on which a shift work employee performs a normal working shift of twenty-four (24) hours including holidays, Saturday and Sunday. No work hours will be added or deducted due to daylight savings changes.

5. Work Schedule

The work schedule for employees will be posted fourteen (14) days prior to the work period. The normal work schedule for 2,080-hour employees is Monday through Friday.

6. Shift Trades

With approval of the department head or designee, the trading of hours between employees may occur without overtime or other financial liability to the City. The trading of time between employees may occur from one work period to another. All such trades will be voluntary by the employees affected. All shift trades shall be scheduled in accordance with Standard Operating Procedure (SOP) #110.

ARTICLE 6- SALARY

A. Salary Schedule

1. Salaries shall remain as set forth in the Unit's salary schedules, attached hereto as Appendix A of this MOU.
2. Exempt employees are paid on 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, etc., for project or program time, or for assessing staff patterns.

B. Overtime (Non-Exempt Employees)

This subdivision shall only apply to Unit members who are FLSA non-exempt.

1. **Policy**- Overtime work shall be discouraged. Each Department Head shall arrange the work of his or her department so that full-time Police Department employees shall normally work

not more than 171 hours in a twenty-eight (28) day work period; full-time Fire Department employees shall normally work not more than 212 hours in a twenty-eight (28) day work period; and that overtime work be held to a minimum consistent with the efficient performance of necessary functions.

2. **Defined Overtime** is authorized time worked in excess of 171 hours in a twenty-eight (28) day work period for Police Department employees; and 212 hours in a twenty-eight (28) day work period for Fire Department employees. 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. **Compensatory Time Off**
 - I. All non-exempt positions may receive Compensatory Time Off for overtime worked in lieu of pay upon approval of the Department Head.
 - II. In no event shall an employee be allowed to accumulate in excess of two hundred forty (240) hours of Compensatory Time Off (ninety-six (96) hours for Battalion Chiefs). In the event an employee has accumulated two hundred forty (240) hours (ninety-six (96) hours for Battalion Chiefs) of Compensatory Time Off, payment of overtime shall automatically be made unless mutually agreed otherwise by the City Manager and the employee.
4. **Authorization of Overtime Work**- Overtime work shall be performed only upon express authorization of the Department Head or designee.
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, salary advance or evaluation dates or any other benefit.

C. **Interagency Agreement Work** -- Employee(s) assigned in writing by their Department Head to work under an interagency agreement will receive hourly compensation, including time and one-half (1/2) pay or other applicable premium pay, provided the City is reimbursed such premium pay under the applicable interagency agreement. Example: If employee serves on an OES strike team or overhead assignment, and the City is reimbursed premium pay, employee will receive such premium pay for all hours outside his/her usual work period. Instances for such premium pay will be indicated on the timecard for the appropriate period. Payment of such premium pay will not be construed as treatment of exempt Unit members as non-exempt under the Fair Labor Standards Act.

D. **Rules for Use of Salary Schedule**

1. Each job has an applicable salary range as identified in Appendix B. All new appointments will generally enter the probationary period at the minimum salary of the applicable range. The City Manager may, upon request of the Department Head, authorize entry at any point in the salary range to compensate for education and experience. Employees shall serve a twelve-month probationary period during which time it may be extended an additional six (6) months by the Department Head.
2. Each employee will receive an annual performance evaluation based on performance objectives including initiative, job knowledge, teamwork, stewardship, ethics, customer service, leadership and, when appropriate, human resources management, process improvement and organizational development. Based upon performance, employees may be granted salary increases of one to five (1 to 5%) percent effective on the anniversary date of appointment and up to the maximum salary range for their current job classification.
3. One Time performance bonuses may be granted to employees who have displayed outstanding performance on a project or other significant work effort. The City Manager, upon recommendation of a Department Head, may grant a performance bonus of up to ten

(10%) percent of an employee's annual base salary, subject to required deductions and taxes. Performance bonuses will generally be awarded as part of the annual performance evaluation process but may be considered at other times upon approval by the City Manager.

4. An employee promoted from their existing position to another with the City, outside of Unit 10 shall move to the closest salary step in the new class that gives a minimum of a five (5%) percent increase, as recommended by the Department Head to the City Manager. If the promotion is to a position within Unit 10 the employee will receive a minimum of a five (5%) percent increase, not to exceed the top of the salary range.
5. **Transfer-** An employee transferred from one department to another in the same classification for a reason other than discipline will continue to receive the same salary and will have no change in their anniversary date.
6. **Out of Class- Special Project Pay-** Employees meeting this temporary classification will be paid a five percent (5%) differential on their base salary for all hours worked in the assigned capacity. This differential shall apply only to hours actually worked in the temporary assignment and shall not be calculated on educational incentives, specialty pays, longevity pay, or any other additional compensation. The assignment of such pay shall not be used as a device for circumventing advancement to a higher paying civil service classification.
 - I. Department Head must appoint employee in writing to an "Acting" status or a "Special Project".
 - II. Department Head may appoint an employee to an "Acting" status or a "Special Project" when it is necessary to maintain proper and efficient departmental operations.
 - III. Department Head must review the need to continue the Acting status or Special Project assignment at minimum every ninety (90) days.
 - IV. Police Lieutenants and Captains may earn an overtime rate calculated at 1 and ½ times the top step hourly rate for a Police Sergeant, plus seven and one-half (7.5%) percent in State Emergencies or Mutual aid requests and only upon approval by the department head or designee.

Management reserves the right to determine whether a Battalion Chief will be used for shift coverage of another Battalion Chief, or whether a qualified actor fills that role on an acting basis.

E. Other Considerations

1. **Assigned Vehicles-** Employees may be assigned a City vehicle to perform their work when authorized by the department head. Use of such vehicle is a privilege and not a right and may be revoked at any time by the department head. Personal use of a City vehicle is prohibited except for commuting between work and the employee's primary residence.
2. **Cell Phone Reimbursement-** Based on the defined business need and eligibility per City Policy 500.12, an employee shall be eligible for an allowance of forty-five (\$45) dollars for a voice/text/data plan with a Cellphone requirement per month. In no event may the allowance exceed the price of the voice/text/data plan. It is expected that the allowance will not cover the full cost of the cellular service contract and not be subject to payroll taxes, but the parties agree to comply with applicable tax laws.

F. Educational Incentive

Unit members shall be eligible for an academic educational incentive program with a maximum cumulative ceiling of seven and one-half (7.5%) 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 contributions as determined by 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 A.A. and then utilized to obtain a B.A. cannot yield incentives for both degrees.

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

Certificate/ Degree	% of Base Salary
Certificate with a minimum of 30 semester Units	2.5% (max 2.5%)
Associates of Science	2.5 %
Associates of Arts	2.5%
Bachelor of Arts (Not cumulative with AA or AS)	5.0%
Bachelor of Science (Not cumulative with AA or AS)	5.0%
Master of Arts or Master of Science	2.5%

The Unit #10 Fire Employees are eligible for Fire Educational Incentive for the following in addition to the general degree eligibility above. Maximum combined eligibility for Fire and general educational incentives is ten (10%) percent:

Certificate/ Degree	% of Base Salary
Executive Chief Officer Course Work	1.25%
Fire Investigator Course Work	1.25%
Confined Space Tech	1.25%
Swift Water Rescue	1.25%
RIC	1.25%
Rescue Systems 1	1.25%
Haz Mat IC	1.25%
Strike Team Leader/Task Force Leader	1.25%
Division/Group Supervisor	1.25%

Expanded Scope EMT Incentive

Unit member EMTs who show, at a minimum, proficiency in all expanded-scope EMT Skills (as defined by SSV) and 12 Lead EKG application shall receive a stipend in the amount of one hundred (\$100) dollars a month. The stipend shall be paid in equal installments on a biweekly basis. For payroll calculation purposes, the stipend shall be converted to an hourly equivalent and included in the employee's regular rate of pay for overtime calculation in accordance with applicable law. The stipend shall not constitute a promotion, reclassification, or assignment to a higher-paying classification.

Proficiency is required within six (6) months of the date of hire. Proficiency shall be proven with an SSV-approved testing process annually. Battalion Chiefs whose appointment to the position began after September 1, 2022, shall maintain Expanded Scope EMT as condition of employment.

EMS Coordinator Incentives

EMS Coordinator shall be eligible for an Academic Education Incentive program with a maximum cumulative (certificates and degrees) ceiling of 11% of base salary. Only the below certificates and degrees granted by accredited institutions, which are above the minimum

educational requirement of the employee's position and enhance the employee's abilities and contributions will be considered. If an application for this incentive is denied it may be grieved.

The eligible degrees and certificates and corresponding incentives are as follows. Maximum combined eligibility is eight and one-half (8.5 %) percent:

Certificate/ Degree	% of Base Salary
AHA ACLS Instructor	1.25%
AHA PALS Instructor, or PEPP Instructor, or APLS Instructor, or Handtevy Instructor	1.25%
AHA CPR Instructor	1.25%
Designated Infection Control Officer (D.I.C.O.)	1.25%
Certificate Basic wildland firefighting certificate	1.25%
(USFS or CalFire) Medical Unit Leader	1.25%
Fire Instructor Series	1.25%

Paramedic Incentive

Administrative EMS Coordinator with a current California paramedic license shall be eligible to receive a paramedic stipend of \$600 a month.

G. POST Incentive

The City shall offer a POST incentive program for Police Department employees with a maximum cumulative ceiling of five (5%) percent of base salary for the following certificates:

POST Certificate	% of Base Salary
Management	5%
Post Command College (or similar executive program)	2.5%

H. Professional Licenses

The City will provide employees required training/educational opportunity and associated funding to maintain required licenses or certificates including renewal fees.

I. Telephone Call Back Pay (Non-Exempt Employees)

This provision shall only apply to Unit members who are FLSA non-exempt. When a non-exempt Unit member is contacted at home for the purpose of work that can be completed at home over the telephone or through other technology, the employee shall be compensated in fifteen (15) minute increments with call back pay at the overtime rate for the performance of that work.

J. Longevity Pay

The City shall pay two and one-half percent (2.5%) of base rate of pay upon the Unit member's completion of ten (10) years of continuous service. Longevity pay shall be paid in equal installments during regular payroll periods and shall be included in the regular rate of pay for purposes of overtime calculation in accordance with applicable law.

ARTICLE 7- LEAVE

A. Absence from Duty

1. FLSA Exempt Unit Members:

- I. The employee or their authorized designee shall report the employee's absence from duty to the employee's Department Head. The employee or authorized designee shall state the reason for absence to the Department Head and, if unauthorized, the absence shall be recorded as absence without leave. An absent employee shall report their return to duty to their Department Head.
 - II. An absence that is not reported as required above shall be recorded as absence without leave.
 - III. Absence from duty without leave for five (5) consecutive days shall be deemed a constructive resignation from City employment.
2. FLSA Non-Exempt Unit Members (Shift Work):
 - I. The absence of an employee from duty shall be reported according to department S.O.P. Unauthorized absence from duty is sufficient cause for discipline up to and including termination of employment. Unauthorized absence from duty for two tours (96 hours) within a two week period shall be deemed a voluntary resignation from City employment.

B. Personal Leave

1. The purpose of Personal Leave is to provide Unit members with the ability to accrue time for vacation, sick leave, and personal leave situations.
2. Unit members who are FSLA exempt shall accrue Personal Leave hours at a rate of no less than two hundred fifty-six (256) hours and no more than three hundred twenty-eight (328) hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.
3. Unit members who are FSLA non-exempt shall accrue Personal Leave hours at a rate of no less than three hundred eight-five (385) hours and no more than four hundred sixty-two (462) hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.
4. No employee may carry a balance of more than five hundred twenty (520) hours of Personal Leave. Employees who have accumulated five hundred twenty (520) hours of Personal Leave will accrue no further usable Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below five hundred twenty (520) hours. Notwithstanding the preceding sentence, employees who have accumulated five hundred twenty (520) hours of Personal Leave will accumulate sick leave at the same rate as Personal Leave. Sick leave accumulated pursuant to this paragraph shall be automatically placed in a banked leave account to be used as sick leave (only after all other leave banks have been depleted) in accordance with the City's personnel rules, or to be converted to PERS service credit upon retirement from the City in accordance with CalPERS regulations. Employees shall not be paid out upon separation from service for any sick leave banked under this paragraph.
5. Employees may convert up to one hundred twenty (120) hours of accrued Personal Leave to salary compensation once each year. Personal Leave conversion must be submitted by December 20th of each year pursuant to the following:
 - I. Employees utilizing this provision will be required to submit an irrevocable election form by December 31st of the calendar year prior to the calendar year in which the Personal Leave hours to be cashed out are earned.
 - II. Employees that have submitted an irrevocable election form may submit a Personal Leave cash out request form at any time during the calendar year in which the Personal Leave hours are earned.

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 an employee faces termination for the sole reason of exhaustion of leave, the City shall meet with the employee to endeavor to reach agreement on alternatives, such as disability retirement, etc.

D. Bereavement Leave

1. FLSA Exempt Employees:

I. Employees may be granted a leave of absence with pay not to exceed a total of forty (40) hours per fiscal year, non-cumulative, 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 employee's or the employee's spouse's parent, grandparent, or grandchild; and the employee's spouse, domestic partner, child, child-in-law, sibling, stepparent, parent-in law, and any relative living in the employee's immediate household. It shall be the responsibility of the Department Head to account for such leaves. Leaves of more than forty (40) hours, if approved, shall be charged first against sick leave and then to other accrued leaves if no sick leave is available.

2. FLSA Non-Exempt Employees:

I. Employees shall be granted leave of absence with pay not to exceed forty-eighty (48) hours per fiscal year non-cumulative for the purpose 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 employee's or the employee's spouse's parent, grandparent, or grandchild; and the employee's spouse, domestic partner, child, child-in-law, sibling, stepparent, parent-in law, and any relative living in the employee's immediate household..

II. Leaves in excess of the 48 hours as specified above (or in case of additional deaths) shall be charged to personal leave or compensatory time.

E. Holidays

1. FLSA Exempt Employees:

I. Holidays shall mean those days or hours designated as such by or pursuant to this Agreement, City Ordinance, or Resolution. Holiday time is time off from the normal work period. The Holiday will be the day as observed by the City. The value of a Holiday is eight (8) hours. Total Holiday hours equal eighty-eight (88) hours.

Recognized holidays shall include:

New Year's Day
President's Day
Memorial Day
July 4th
Labor Day
Christmas Day

Martin Luther King Day
Veterans Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve

II. Only regular and probationary employees in a current and paid status shall be eligible for holiday leave. A 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 workday as a paid employee is the date before a holiday shall not be credited for that holiday day. An employee who is on consecutive leave

of absence without pay or sick leave for both the regularly scheduled working day before and after the holiday shall not be credited for the holiday.

III. If Unit 10 employees are scheduled to work by their Department Heads or the City Manager or are called to active work on one of the eleven (11) designated holidays, employee shall schedule a corresponding day or days off, with approval of the corresponding Department Head, within two (2) pay periods (before or after) of the actual holiday. Similarly, if employee's regularly scheduled day off occurs on one of the designated holidays, employee shall schedule corresponding time off within the two (2) pay period timeframe, as approved by the corresponding Department Head.

2. FLSA Non-Exempt Employees:

I. In lieu of actual holidays, FLSA non-exempt employees will be cashed out six and one-half (6.5) hours of holiday pay each pay period at the employees' base rate plus incentives at the same time and in the same manner as normal payroll is paid

F. 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. The employee shall sign over any payment the employee receives for the performance of jury service to the City.

G. Community Service Organization Leave

The City encourages employees to participate and be involved in community service organizations. Employees may participate and be involved as a member or officer in community service organizations, provided the involvement does not create a conflict with the City or impedes the employee from performing their required duties. The City, in consideration of such allowed participation shall not budget, nor pay, nor reimburse the employee for any expenses, costs, fees or other charges of any kind for the employee's participation or involvement in community service organizations. Non-exempt employees will be required to use leave time to participate if work hours are impacted.

H. Family and Medical Care Leave

- 1.** A regular full-time employee, with more than one year of continuous service, or who has worked more than twelve hundred fifty (1,250) hours during the previous twelve (12) months may request an unpaid Family and Medical Care Leave ("FMLA") of absence of up to twelve (12) weeks in any one continuous twelve (12) month period. This leave may be taken for the birth or adoption of a child, to care for a child, spouse or parent who has serious health condition or for the employee's own health which makes him/her unable to perform the essential functions of the job. If this leave is granted, upon return, the 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. The employee must use available leave accruals concurrently with FMLA leave. For leaves related to an employee's own serious condition, or that of an eligible family member, sick leave will be utilized first, followed by other accrual (floating holiday, management leave, CTO, vacation). If all available accrual is depleted, then the employee may continue on unpaid leave until the twelve (12) weeks. If an employee desires to take an FMLA leave not associated with the serious health condition of him or herself, or eligible family member, sick leave hours accrued may not be used.
- 2.** Whenever possible the employee must provide at least thirty (30) days' written notice that they would like to take this leave of absence. When this is not possible the employee must notify their supervisor, 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 has complied with the notice provisions.

3. The requesting employee shall provide a certification from the health care provider who is attending to the serious health care condition of the employee or eligible family member. If there is a question concerning this certification, the City reserves the right to require additional certification(s). Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one (1) full workday.
4. An employee has the right to take pregnancy disability leave and some amount of Family and Medical Care Leave. The employee should check with the City Manager or their designee to determine the eligibility of above-mentioned leave.
5. The cost of health care coverage while on a Family and Medical Care Leave less any portion of the premium the employee is required to pay will be paid for by the City for up to twelve (12) weeks. If the employee does not return from leave, they will be responsible for reimbursing the City for the insurance premiums paid on the employees' behalf after the expiration of FMLA leave.
6. 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 Family and Medical Care Leave.

I. Family Care School Partnership Act

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.

ARTICLE 9- PROFESSIONAL AND REPRESENTATIONAL EXPENSES

A. Professional Dues and Fees

The City shall budget and pay or reimburse employees for certain professional dues, fees, and costs of the employee necessary for his/her continuation and full participation or membership in state, regional, and local associations or organizations necessary for his/her professional participation, growth and development and for the good of the City, as determined by the Department Head.

B. Travel

The City shall budget and pay or reimburse employees for certain travel, fees, charges, lodging and subsistence and other related expenses of the employee for attending meeting(s) necessary for him/her to properly perform his/her duties or are necessary to continue his/her professional development or to represent the City, as determined by the Department Head. This may include, but is not limited to, associated conferences or meetings; relevant League of California Cities' conferences or meetings; such other state, regional or local governmental related meetings; or relevant training, short courses, institutes, seminars or such other meetings or educational sessions or classes related to his/her position or responsibilities.

C. Civic and Professional Participation

There is a need for the City to be periodically represented, from time to time, by employees through their attendance at or before local civic, service, professional, business, charitable, governmental or other organizations. As such, the City shall budget and pay or reimburse employees for certain expenses resulting from such periodic representational attendance, as authorized by the Department Head.

D. Reimbursement

The City recognizes that to fulfill Paragraphs A, B, and C of this Article certain expenses of a job-affiliated nature may be incurred by the employee in order to perform his/her duties or represent the City. The City shall pay or reimburse the employee for such general expenses as budgeted by the Council for costs that he/she may incur which may include, but are not limited to, costs for meals and lodging, registration fees, parking fees, bridge tolls, subscriptions, periodicals, publications, or professional dues or similar charges.

E. Receipts and Billing

All expenses or costs authorized and incurred under Paragraphs A, B, and C of this Article, as budgeted by the Council, shall be reimbursed or paid by the City to or on behalf of the employee upon receipt of billings, statements, receipts, expense forms or personal affidavits as customarily required by the City for expenditure of funds.

ARTICLE 10- RETIREMENT

A. Retirement Benefits

1. **Fire Public Safety** - Fire Department employees hired before January 1, 2013 and designated as local public safety members by the City are provided retirement benefits under the Public Employees' Retirement System's Local Public Safety (Fire) three percent at 55 (3% @ 55) formula.
2. **Fire Public Safety PEPRA** - Fire Department employees hired January 1, 2013, or after and designated as local public safety members by the City are provided retirement benefits under the Public Employee Pension Reform Act of 2013 Local Safety (Fire) 2.7% at 57 formula, unless the employee has been employed in with a CalPERS employer within the preceding six (6) months ("Classic" Employee). Classic employees hired on or after January 1, 2013, shall be placed in the 3% at 55 formula.
3. **Police Public Safety (Tier 1)** - Police Department employees hired before July 1, 2011, and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety (Police) 3% at 50 formula.
4. **Police Public Safety (Tier 2)** - Police Department employees hired on or after July 1, 2011, but before January 1, 2013, and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety (Police) 3% at 55 formula (Tier 2).
5. **Police Public Safety PEPRA** - Police Department employees hired January 1, 2013, or after and designated as local public safety members by the City are provided retirement benefits under the Public Employee Pension Reform Act of 2013 Local Safety 2.7% at 57 formula, unless the employee has been employed with a CalPERS employer within the preceding six (6) months ("Classic" Employee). Classic employees hired on or after January 1, 2013, shall be placed in the 3% at 55 formula (Tier 2).
6. **Social Security** - Employees are also provided retirement benefits under Social Security.

B. Retirement Contributions

1. Public Safety (Fire) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan as follows:
Employee will pay the full employee share of 9% (Classic) and 13.75% (PEPRA). PEPRA members are subject to possible increases or decreases to their pension benefit contribution rate based on the results of PERB annual actuarial valuations. PEPRA members shall be solely responsible for paying any such increased or decreased employee contribution rate.

2. Public Safety (Police) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan as follows:
Employee will pay the employees full 9% (Classic) and 13.75% (PEPRA). PEPRA members are subject to possible increases or decreases to their pension benefit contribution rate based on the results of PERB annual actuarial valuations. PEPRA members shall be solely responsible for paying any such increased or decreased employee contribution rate.
3. The City will pay the full employer contribution to PERS.
4. The City will pay the employer contribution rate for Social Security.
5. The Employee will pay the full amount of the Employee's Contribution rate to Social Security.

C. Supplemental Retirement Benefit

The City shall pay a supplemental benefit to each eligible employee covered under the terms of this MOU who attains minimum retirement age ("Supplemental Retirement Benefit"). The term "minimum retirement age" is the age at which an employee elects to receive a disbursement under the terms of the employee retirement benefit plan. The term "elects" refers to employees who leave City employment for the sole reason of retiring under a PERS regular service retirement, disability retirement or industrial disability retirement and has at least ten (10) years of service with the City of Grass Valley. Those Unit 10 employees forced to retire under disability retirement or industrial disability retirements covered under the terms of this MOU are deemed to have a minimum of ten (10) years of service credit with the City of Grass Valley.

The Supplemental Retirement Benefit shall be a one-time lump sum payment, calculated on the basis of fifty (50%) percent of the straight time value of the retiring employee's accumulated but unused sick leave, up to four hundred fifty (450) hours on the date that the employee retires from City employment. For example, if an employee is compensated for four hundred fifty (450) hours at the fifty (50%) percent rate, the uncompensated two hundred twenty-five (225) hours would go to PERS service credit along with any other accrued hours in excess of four hundred fifty (450) hours. 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 hours or otherwise create any entitlement to pay for those sick leave hours for an employee who terminates employment prior to attaining normal retirement age as defined in this sub- part. The straight-time value of the retiring employee's sick leave hours 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.

Any employee that shows an effective date of retirement into the PERS system within one hundred twenty (120) days of separation from employment with the City shall be credited with PERS service credit for all accumulated but unused or uncompensated sick leave.

Consistent with the sick leave provisions of this MOU, any employee whose employment with the City terminates for any reason, as opposed to being reinstated, prior to attaining normal 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. Notwithstanding the limitations contained in the previous sentences, the City shall pay a supplemental benefit consisting of all unused sick leave to the estate of any employee covered by this MOU who is killed in the line of duty. Any rehired or reinstated employee shall

begin to accrue sick leave hours as if they had never worked for the City previously. The Supplemental Retirement Benefit shall not arise or vest until such time as the individual employee applying for the Supplemental Retirement Benefit becomes eligible for the Supplemental Retirement Benefit as provided in this Section and provides written notice to the City Manager of his/her intention to retire from employment with the City. The Supplemental Retirement Benefit shall not modify 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.

D. Retiree Health Insurance Benefit

1. For employees hired prior to January 1, 2024, retiring from the City under PERS, after twenty-five (25) or more years of City service, is eligible for the following retiree health insurance benefit:
 - a. The City will pay the statutory administrative fee for PERS coverage.
 - b. The City will pay fifty (50%) percent of the cost for medical insurance for the employee or employee plus 1. Amount will be equal to lowest cost available PERS insurance plan for Nevada County regardless of the plan selected by the employee of the medical plans offered by the City through PERS.
2. To receive this benefit a retiree must provide annual evidence of the retiree's health insurance coverage through a PERS health insurance plan to the Human Resources Department.
3. Such benefit will cease upon the retiree receiving medical insurance coverage from a non-PERS medical insurance plan or receiving coverage through Medicare. If a retiree covered under a non-PERS medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

ARTICLE 11- HEALTH AND WELFARE

A. Insurance Benefits

During the term of this agreement the City will make available medical, dental, and vision insurance benefits to the employee and their dependents.

1. The City will pay a monthly flat rate contribution for health insurance (Medical, Vision, and Dental). The amount paid will be based on the employee's selection of medical coverage based on the following:
 - I. For employees only: \$1,314
 - II. For employees plus one dependent: \$2,122
 - III. For employees plus two or more dependent: \$2,630
2. If at any point during the term of this agreement increased flat rate contributions for health insurance are provided by the City to either Unit 6 or Unit 8, the amount paid to Unit 10 employees, based on the employee's selection of medical coverage shown above, shall be immediately adjusted to the highest amount paid to either Unit 6 or Unit 8 employees.
3. All benefits shall be subject to the standard provisions set forth in the insurance policy or policies, or PERS regulations.
4. Employees who waive medical insurance coverage shall receive two hundred fifty (\$250) dollars per month, less the cost of any elected dental and/or vision coverage. Employees must provide proof of alternative health insurance to be eligible for this benefit. The waiver incentive shall be paid on a biweekly basis and shall be included in the employee's regular rate of pay for purposes of overtime calculations.

5. Disputes concerning the hospital/medical, vision and life insurance provided pursuant to this MOU-including, but not limited to, questions as to the scope of benefits or disability coverage, eligibility, and premium rate shall not be subject to the Grievance Procedure.
6. The retiree health care benefit is subject to policy or policies or PERS regulations, including the payment of administrative fees, which will be paid by the City. Subject to provisions/policies of the insurance carrier, retirees and their dependents may, at their own expense, continue coverage under the City's program, which may extend beyond the COBRA period.
7. The dental and vision plans selected for Unit members shall be maintained in the Human Resource Office for reference.
8. The City agrees to supply life insurance for each employee in the amount of fifty thousand (\$50,000) dollars for each employee, five thousand (\$5,000) dollars for the employee's spouse and fifteen hundred (\$1,500) dollars for other eligible dependents without cost to the employee.

B. Cost Containment Committee

The City shall establish a health care cost containment committee, which shall be advisory only; its purpose shall be to review alternatives, and to recommend long-term strategies. These recommendations will be made to the City Council via the City Manager for review and advisement.

C. Long Term Disability

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

D. Legal Defense Insurance

The City shall provide legal defense insurance offered through the California Police Officers' Association for Police Department employees. The plan agreed upon contains a zero (\$0) dollar deductible and a four hundred and seventy (\$470) dollar annual premium.

E. 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 Unit members 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.

During the transition time into SDI (date of signature through July 31, 2024, or effective date of SDI plus an additional six (6) months) the City will cover two thirds (2/3) of base salary up to six thousand (\$6,000) dollars a month for any short-term disability with a doctor's note and time out exceeds two (2) weeks

ARTICLE 12- SAFETY

A. Safe Conditions, Equipment and Duties

1. The City and 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 employee's supervisor or Department Head. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. Employees shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.

2. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.
3. The City agrees to purchase rain gear for employees that are required to work in the elements. All rain gear purchased shall remain the property of the City.
4. Personnel will receive an annual safety allowance of one hundred twenty-five (\$125) dollars per year to be used for safety equipment that assures and enhances the personal and direct safety of the employee and their job. The employee Department Head and the City Safety Officer must approve reimbursement of this allowance. The rollover option extends to personnel to a maximum of two hundred fifty (\$250) dollars and if the allowance is not used in the second year, the benefit will be lost for that year.

B. Uniforms

1. For Battalion Chief the City will provide the following:
 - I. The Battalion Chief shall receive a uniform allowance of thirteen hundred seventy-five (\$1,375) dollars per fiscal year in two installments. Each installment shall be paid in a lump sum of six hundred eighty-seven dollars and fifty cents (\$687.50). The first installment shall be paid the first pay period in July of each year. The second installment shall be paid the first pay period of January of each year. For PERS Classic members, uniform allowance(s) shall be considered pensionable compensation and will be reported to CalPERS each pay period on a prorated basis, to the extent legally permissible. Employees will purchase a Class A uniform within two years of hire. New hires will purchase a Class A uniform within three years of hire.
 - II. Individual S.C.B.A. masks; and
 - III. Other approved work-related benefits as may be appropriate that Firefighters receive.
2. For Sworn Police members the City will provide the following:
 - I. The Sworn Police members shall receive a uniform allowance of thirteen hundred seventy-five (\$1,375.) dollars per fiscal year in two installments. Each installment shall be paid in a lump sum of six hundred eighty-seven dollars and fifty cents (\$687.50). The first installment shall be paid the first pay period in July of each year. The second installment shall be paid the first pay period of January of each year. For PERS Classic members, uniform allowance(s) shall be considered pensionable compensation and will be reported to CalPERS each pay period on a prorated basis, to the extent legally permissible.
 - II. The Police Department employees shall be reimbursed for actual cost of professionally cleaning one uniform per week at an established vendor. For PERS Classic members, the actual average cost per employee of the laundered uniform service shall be considered pensionable compensation and will be reported to CalPERS each pay period on a prorated basis, to the extent legally permissible. In no event shall the cost for maintaining the laundered uniform service exceed one thousand two hundred (\$1,200) dollars per year.

C. Employee Alertness

1. The most effective safety equipment an employee possesses is an alert mind. Conversely, an employee whose judgment, reactions and analytical processes are impaired or influenced by alcohol or drugs poses a risk to themselves, their coworkers and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees covered by the Agreement 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 workplace and recognize the safety hazard, which would be presented if an 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 of protecting the safety of employees.
3. The employees and the City have reached complete agreement on a drug and alcohol policy reference in the Personnel Commission Compendium.

D. Drug, Alcohol and Substance Abuse Policy

A model "Chain of Custody" procedure as set forth in the Personnel Commission Compendium will be utilized in the event the City contracts for testing services.

E. 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 (3) 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.

ARTICLE 13- REDUCTION IN FORCE AND RE-EMPLOYMENT

A. Layoff/furlough Provision

In the City's sole discretion, the City may pursue consideration of a furlough or reduction of hours on a departmental basis lieu of layoff as follows:

1. City Council makes a finding that for reason of lack of work, lack of funds, or for reorganization that a reduction in services is needed.
2. Department Head consults with the Unit to explore alternatives:
 - I. Voluntary furloughs/hours reduction on an individual basis is sought first.
 - II. Involuntary furloughs or reductions in hours may be imposed on a uniform basis by class within a department, but not to exceed forty (40) hours per year. Management is required to meet and confer regarding the impact on unit members resulting from the involuntary furlough.
 - III. Direct cost benefit accruals shall not be reduced for employees. Insurance shall still be paid as provided for in this agreement by the City. Leave accruals will continue with no impact.

ARTICLE 14- 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 or working conditions, or of the practical consequences of a City rights decision on wages, hours and other terms and condition of employment.

B. Process

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

C. Procedures

1. All grievances shall be processed only in accordance with the procedures and general conditions set forth below.
2. 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.
3. Failure of the grievant to follow the time limits set forth herein will constitute a waiver and bar to further processing of the grievance.

D. Informal Grievance

1. Informal Grievance: Within five (5) working days 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.
2. Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

E. Formal Grievance

Formal Grievance: A formal grievance shall only be initiated in writing to each appropriate step of the grievance procedure with a copy to the Human Resource Office.

Step 1:

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 after the last meeting between the employee and supervisor. Within ten (10) working days 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 after concluding the investigation, the Department Head shall render a decision in writing to the employee and Human Resource Office.
2. Unless a decision of the Department Head is appealed by the employee to Step 2, in the time limits provided, the grievance shall be deemed resolved, final and binding.

Step 2:

1. If the employee finds that the grievance has not been resolved in Step 1, he/she may, within five (5) working days 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 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 after concluding the review, the City Manager shall render a decision in writing to the employee, Department Head and Human Resource Office.

2. 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.

Step 3:

1. If the employee finds that the grievance has not been resolved in Step 2, he/she may, within five (5) working days after the City Manager's decision is rendered, request the City Council that it considers the grievance and decision rendered by the City Manager. The employee must submit this request in writing to the City Clerk. The City Council shall commence conducting its review of the grievance at its next regular City Council meeting that is more than fifteen (15) working days after the grievance is received. The City Council 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. The City Council, or its designee, shall render a decision in writing to the employee, City Manager, Human Resource Office and Department Head, within five (5) working days from the conclusion of the City Council's review of the grievance.
2. The decision rendered by the City Council shall be final and binding.

F. General Conditions

1. Review and determination of a grievance is only applicable 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.
2. Performance Appraisals and merit step determinations are not grievable matters. Performance Appraisals and merit increase concerns should be brought forward to the Human Resource Office, with a final determination to be made by the City Manager. If an employee does not receive a due evaluation within a month after the due date, the employee may file a grievance.
3. Grievances regarding termination of employment may be made only on behalf of an employee who has successfully completed the required probationary period and attained permanent status.
4. 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.
5. In the event that more than one (1) 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 meeting held on their behalf, unless he/she specifically waives that right in writing.
6. Any time limit of these procedures may be extended by mutual consent of the parties.
7. During the grievance process, there shall be no interruption of scheduled work of a department or the City.
8. It is understood that the City is currently in the process of revising the Personnel Rules and Regulations, including the Grievance Procedure, and Unit 10 will review and have input to the Grievance Procedures prior to finalization. It is agreed once the Grievance Procedures have been finalized, they will be incorporated into this MOU.

ARTICLE 15- RESIDENTIAL MILEAGE RESTRICTION

Sworn employees in this unit shall live no further than thirty (30) air miles from the City limits. The Fire or Police Department employees shall have discretion to permit sworn employees to live further than thirty (30) air miles from the City limits when, in the Chiefs' opinion, the employee will be capable of responding to an emergency in a reasonable period of time.

ARTICLE 16- MAINTENANCE OF NEGOTIABLE BENEFITS

It is understood and agreed by the parties that there exist within the City certain negotiable past practices, policies, or procedures which pertain to wages, hours, and conditions of employment. Such matters shall not be modified or rescinded during the term of this MOU except by the giving of notice to the employees and providing the opportunity to meet and confer on the matter.

ARTICLE 17- NOTICE

Whenever 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:

Employer:

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

Bargaining Unit:

Unit 10 Representative
City of Grass Valley
125 E. Main Street
Grass Valley, CA 95945

ARTICLE 18- SEVERABILITY SAVINGS CLAUSE

- A. If, during the life of this Agreement, 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 Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.
- B. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 19- TERMS OF AGREEMENT

- A. This Agreement shall be effective upon the approval by the City Council and shall continue in full force and effect until June 30, 2026.
- B. This Agreement may be extended; provided that either party notifies the other within thirty (30) days prior to the expiration date of this Agreement of its desire, and both parties mutually agree in writing to the extension.

RECOMMENDATION OF REPRESENTATIVES

The City and representatives of the employees for Unit 10 have held meetings and discussed the above, and representatives of the employees have caused this Agreement to be signed, and the representative of the City has caused this Agreement to be signed to signify their mutual recommendation for approval by the City Council as follows:

Timothy Kiser, City Manager

Brian Blakemore, Unit 10 Representative

David Ruderman, City Attorney

Chris Armstrong, Unit 10 Representative

APPROVAL OF AGREEMENT

Approval and adoption of this Memorandum of Understanding is made this 10th day of March 2026 and is effective from February 15, 2026, through June 30, 2026, by the Grass Valley City Council.

Hilary Hodge, Mayor

Attest:

Taylor Whittingslow, Deputy City Manager/City Clerk

Appendix A

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:
 - I.** The employee should be supervised while delivering the specimen.
 - II.** 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).
 - III.** The collector and the donor should initial the bottle to indicate that both agree that the bottle contains the person's urine specimen.
 - IV.** The name of each person who has access to the specimen should be noted on a form accompanying the specimen.
 - V.** 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.
 - VI.** Testing performed at the workplace should be done in a secure location to avoid the possibility of a passerby exchanging samples.
 - VII.** 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 is all acceptable means for transporting specimens.
 - VIII.** 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.