

RESOLUTION NO. 2021-37

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
ADOPTING AN AMENDED MEMORANDUM OF UNDERSTANDING WITH
THE GRASS VALLEY POLICE OFFICERS ASSOCIATION (UNIT #6) FOR
THE PERIOD JULY 1, 2021 – JUNE 30, 2022 AND AUTHORIZING THE CITY
MANAGER TO EXECUTE SAID AGREEMENT**

WHEREAS, the labor negotiations team appointed to represent the City Council of the City of Grass Valley and representatives of the Grass Valley Police Officer's Association (Unit #6) have engaged in negotiations to update the labor Memorandum of Understanding ("MOU") between the City and Unit 6; and

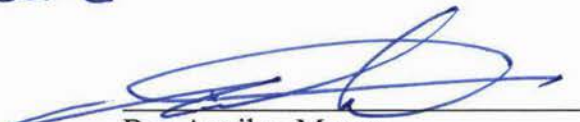
WHEREAS, the parties came to an agreement which incorporates updates to the attached updated MOU;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, as follows:


1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council of the City of Grass Valley approves the updated Memorandum of Understanding for the Grass Valley Police Officer's Association (Unit #6) for the period of July 1, 2021 through June 30, 2022 and authorizes the City Manager to execute said agreement.

PASSED AND ADOPTED as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 22nd day of June 2021 by the following vote:

AYES: Councilmember *Branstrom, Hodge, Arbuckle, Mayor Aguilar*
NOES: Councilmember *NONE*
ABSENT: Councilmember *Tim*
ABSTAINING: Councilmember *NONE*


Ben Aguilar, Mayor

ATTEST:


Taylor Day, Deputy City Clerk

APPROVED AS TO FORM:


Michael Colantuono, City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF GRASS VALLEY CITY COUNCIL

AND

THE GRASS VALLEY POLICE OFFICERS' ASSOCIATION

FOR AND ON BEHALF OF

THE EMPLOYMENT CLASSIFICATIONS IN THE

CITY'S UNIT #6

POLICE SERGEANT/POLICE OFFICER/POLICE OFFICER TRAINEE

Effective July 1, 2021 – June 30, 2022

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INTRODUCTION

This Memorandum of Understanding hereinafter referred to as the "Agreement" or "MOU" is made and entered into by and between the City of Grass Valley, hereinafter referred to as the "City", and the Grass Valley Police Officers, Police Officer Trainees and Police Sergeants, hereinafter referred to as the "Unit" or the "Employees".

ARTICLE 1 – RECOGNITION

The City recognizes the Employees who collectively are referred to as "Grass Valley Police Officers Association" as the sole and exclusive representatives of Police Sergeants and Police Officers/Trainees and other sworn positions as may be allocated by the City with concurrence from the Unit.

ARTICLE 2 – SUPPORT OF AGREEMENT

During the term of this Agreement, the City agrees not to meet and confer with any other organization on matters upon which the Employees is the exclusive representative and which is within its scope of representation. Employees agree to meet and confer only with the representative(s) officially designated by the City to act on its behalf, and to utilize the meet and confer process as the means of gaining consensus as to wages, hours and conditions of employment.

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 – ASSOCIATION RIGHTS AND DUES DEDUCTIONS

A. Association Rights

The Association shall have the following rights:

The Association shall have the right of access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods and at other times, only with the approval of the Police Chief.

The Association may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Association and shall bear the date of posting and the date of removal. Posted materials shall not be obscene, defamatory, or of a partisan political nature, misleading, violative of any Federal, State, or local ordinance, law, statute or rule. Such material shall not pertain to public issues which do not involve the City and its relations with employees. A copy shall be provided to the Police Chief.

The Police Chief or his/her designee, upon request, may permit the Association to use facilities,

depending upon availability of space, for meeting purposes at no charge. No request for use of the City facilities shall be unreasonably refused.

Employees shall not be given time off for meetings of the Association unless approved by the Police Chief.

The Association shall furnish annually and update as required a list of all officials and representatives authorized to act on the Association's behalf. The City agrees to grant authorized officials and representatives access to City property to transact officially the Association business upon prior notice to the City Manager.

B. Union Access to Employees

The City agrees that for purposes of representation on issues covered by this agreement, official representatives of the Union may meet with unit employees on City facilities during working hours, provided that prior notification has been given to the appropriate supervisor. The Union agrees that such meetings shall not interfere with the normal work duties of the employees.

Solicitation for membership in the Union or other internal association business not directly connected to administration of this agreement shall be conducted during the nonwork hours of all employees involved.

City facilities may be made available for use by City employees or the Union in accordance with such administrative procedures as may be established by the City Manager or Department Heads concerned.

City will provide a written statement to each new bargaining unit employee that the classification is part of a bargaining unit represented by the Union, and the name of a representative of the Union. City will provide the Union President not less than ten (10) days' notice of the onboarding orientation meeting, including the date, time, and location of the orientation meeting. If a bargaining unit employee's first day of work begins less than ten (10) days after the date the employee is hired, the 10-day notice requirement may be reduced, and City will instead provide as much advance notice as reasonably possible of the orientation meeting.

The City will allow a Business Representative of the Union and/or outside labor representative to spend up to fifteen (15) minutes with the new unit member at the end of the onboarding orientation meeting in order to provide information and materials about the MOU and related matters. No representative of City management shall be present during the Union's presentation. A bargaining unit member attending the onboarding orientation meeting as the Union representative shall be given paid release time sufficient to cover the Union's presentation and related travel time. The Union will provide the Human Resources Department with the names of any bargaining unit members who they request to be released for this purpose as soon as reasonably possible, and at least 48 hours before the meeting.

To the extent required by Government Code Section 3558, City shall provide the Union

President with a list of names and contact information (listed below) for any newly hired unit member within 30 days of the date of hire or by the first pay period of the month following hire. City shall also provide the Union a list of all unit member names and contact information on the last working day of September, January, and May. The information shall include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name,
- Job title,
- Department,
- Work location,
- Home address, and
- Work, home and personal telephone numbers and personal email addresses on file with the City.

C. Dues Deductions

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

City agrees to deduct dues as established by the Association, and premiums for approved insurance programs from the salaries of Association members. The sum so withheld shall be remitted by the City, without delay, directly to the Association along with a list of employees who have had such amounts deducted. Association 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 Association dues.

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

Hold Harmless: The Association 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 Association dues which the employee was obligated to pay, but failed to pay regardless of the reasons.

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

ARTICLE 4 - PROCEDURAL PREROGATIVES

It is understood that the City retains the procedural prerogative to initiate or to refrain from initiating actions that may affect association 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 association 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.

The Association 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 Articles of this MOU, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, express or implied, by the laws of the Constitution of the State of California and of the United States and the provisions of the City Charter.

The Association 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.

The Association recognizes and agrees that the City's powers, rights, authority, duties and responsibilities include, without limitation, the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of services; 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 the 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 provision 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 working hours during that period. Actual payment of payroll shall be made the ensuing Friday at noon following the end of the pay period.

B. Work Periods

The normal work schedule shall be eighty (80) hours within each work period for each full-time employee assigned to a 12 hour shift schedule and eighty (80) hours within each work period for each full-time employee assigned to an eight (8) or ten (10) hour shift schedule, and shall coincide with the established two (2) week period (consisting of 14 days or two weeks) from Saturday midnight to the second Saturday at midnight. Continuous work after midnight at the end of a work period shall be reported on the day in which the work shift began. The City shall have the right to implement schedules containing shifts of greater than (8) hours following proper notice and the opportunity to meet and confer.

The City shall have the right to implement schedules containing shifts of greater than eight (8) hours such as four (4) ten (10) hour shifts or three (3) twelve/(4) twelve (12) hour shifts upon 14 days notice to effected employees. Any hours worked beyond such schedules by non-exempt employees shall be paid at the overtime rate.

The hours of employment and legal holidays to be observed shall be with regard to convenience of the public.

Employees will be paid during their lunch period.

C. Calculation of Compensation

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

D. Work Shift

The normal work shift means each shift during which an employee performs a normal working shift of continuous work hours as designated by their assigned classification or duty/specialty assignment, including holidays, Saturday and Sunday for those employees who work other than the regular Monday through Friday week. All time authorized in excess of a normal working shift shall be administered pursuant to Article 6.

ARTICLE 6 - OVERTIME, CALLBACK, STANDBY, COURT TIME, SPECIALTY PAY

A. Overtime

(1) Policy:

It is the policy that overtime work be discouraged; that the Police Chief arrange the work of his or her department so that full-time employees shall normally work not more than eighty (80) hours in any pay period. Overtime work shall be held to a minimum consistent with the efficient performance of necessary functions.

(2) Defined:

An employee authorized to work over their work shift or their duty assignment or over eighty (80) hours in a pay period will receive overtime. All hours compensated will be included for overtime purposes.

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.

(3) Authorization for Overtime Work:

Overtime work not specifically authorized shall be performed only upon express authorization of the Police Chief or subordinate empowered by him/her to authorize the same.

(4) Reporting Overtime:

Total hours of recorded authorized overtime for each pay period for each employee shall be reported on an attendance report and shall be signed by each Police Chief or his or her 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 time leave benefits, nor shall it be a basis of advancing completion of required period for probation or salary step advances.

(6) Compensation for Overtime:

Employees shall have the option of either taking authorized overtime as pay or accrued as compensatory time. The balance of any accumulated Compensatory Time shall be paid upon termination of employment.

Compensatory time may be accrued up to one hundred twenty (120) hours.

B. Callback Time

Callback time shall be that time an employee is called back to work by the Police Chief before or after a normal work day; when an employee is required to work on a normal work day off by the Police Chief; 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 the regular hourly rate of pay shall be accrued as compensatory time, or taken as pay subject to the same rules for compensation for overtime provided above.

C. On Call Pay

At the discretion of the Police Chief, or designee, an employee may be assigned and scheduled to on-call status during off-duty hours. On-Call shall be paid at the rate of \$1.25 per hour for each hour that an employee is assigned to be On-Call.

D. Standby Time

Standby time shall be that time an employee is designated by the Police Chief to be available on immediate call (for example; court standby, fires, riots and critical incidents) on normal days or hours off, or that time an employee is designated by the Police Chief to be available on immediate call on holidays. If not called, the employee shall be compensated with two (2) hours overtime which may be taken as pay or compensatory time off subject to the same rules for compensation for overtime provided above.

E. Court Time

Court time is defined as that period of time 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. Court time will be compensated only when the employee is required to appear in court in connection with his or her duties at a time when he/she is not otherwise scheduled to be working. An employee will not be granted court time during the same time period that callback time is compensable. Court time may be paid or accrued as compensatory time in the same manner and shall be computed on the basis of three (3) hours or the actual amount of the time the employee is required to appear in court, whichever is greater.

F. Specialty Pay

Specialty pay assignments will be made in accordance with Departmental Policies and Procedures and will receive compensation in addition to base pay as noted below. Police Officer Trainees are not eligible for specialty pay.

(1)	Bilingual Pay	5%
(2)	Officer-In-Charge Pay	5%
(3)	Field Training Officer (FTO) (while training)	5%
(4)	Corporal	5%
(5)	Traffic Officer	5%
(6)	School Resource Officer (SRO)	5%
(7)	Detective	5%
(8)	Special Assignment Pay - as determined by Chief of Police in accordance with § 571. Definition of Special Compensation.	2.5% or 5%

Bilingual pay will be for languages designated by the Chief of Police and demonstrated proficiency. Number of personnel approved for bilingual pay will be limited to meet needs of the City.

Officer-In-Charge pay shall apply only to situations when a supervisor and/or manager is not on duty and responsible for the shift or work unit. Only one employee will be designated as an OIC should shifts overlap, and there is not an on-duty supervisor for either shift. An employee designated by the City as acting in the capacity of a Police Sergeant shall receive a 5% increase to base pay, providing the assignment and responsibility is for four (4) or more hours of continuous duty. The 5% increase to base pay shall be computed and applied on an hourly basis.

A specialty pay cap of fifteen percent (15%) shall apply; however, bilingual and officer-in-charge pay will not apply toward this cap.

G. Educational Incentive and POST Incentives

1. The City shall offer an academic educational incentive program with a maximum cumulative ceiling of five percent (5%) of base salary for Police Sergeants and seven and one-half percent (7-1/2%) of base salary for Police Officers. Only certificates and degrees granted by accredited institutions which are above their minimum education requirement of the employee's position and enhance the employee's abilities and contributions 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/S and then utilized to obtain a BA/S cannot yield incentives for both degrees.

a.	Eligible Degrees for Police Officers:	
	<u>Degree</u>	<u>% of Base Salary</u>
	Associate of Arts or Science	2.5%
	Bachelor of Arts or Science	5.0%
	Master of Arts or Science	2.5%
b.	Eligible Degrees for Police Sergeants:	
	<u>Degree</u>	<u>% of Base Salary</u>
	Bachelor of Arts or Science	2.5%
	Master of Arts or Science	2.5%

2. The City shall offer a POST incentive program with a maximum cumulative ceiling of 5% of base salary for a combination of the below listed certificates. This incentive shall not be paid to employees in classifications that require such certifications as a minimum requirement for the position occupied.

<u>Certificate</u>	<u>% of Base Salary</u>
Intermediate	2.5%
Advanced	2.5%
Supervisory	2.5%
Management	2.5%

H. Longevity Pay

The City shall pay two and one-half percent (2.5%) of base rate for longevity pay upon completion of ten (10) years of continuous service as a member of Unit 6.

ARTICLE 7 – LEAVE

A. Absence from Duty

The absence of an employee from duty shall be reported to the Police Chief. The reasons for the absence, if known, shall be stated. The return of an employee to duty shall likewise be reported. Unauthorized absence from duty is sufficient cause for discipline up to and including termination of employment. Unauthorized absence from duty for five (5) consecutive scheduled work shifts shall be deemed a resignation from City employment.

B. Sick Leave

Sick leave shall be considered as a privilege by an employee to use at his/her discretion as provided herein.

Police Officer Trainees shall accrue 2.77 hours per pay period while in the Academy. Police Officers shall accrue 2.77 hours per pay period for the first four (4) years of service and 3.69 hours per pay period thereafter. Police Sergeants shall accrue 3.69 hours of sick leave per pay period. 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.

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 or related complications, quarantine due to contagious diseases.
- b) The absence from duty of an employee due to the preventative care, diagnosis, care or treatment of a health condition of the employee’s family member or other purposes authorized by Labor Codes Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking).. For the purposes of this provision, family member shall be restricted to the employee’s biological parent, foster parent, adoptive parent, sibling, spouse, domestic partner, child, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step parents, stepchildren, step sibling, where there is a child rearing relationship, or a person who stood in loco parentis when the employee was a minor child.
- c) Medical appointment of an employee.

- d) The absence from duty of an employee due to 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)..
- e) The City of Grass Valley 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.

Sick leave due to a medical appointment must be approved in advance by the employee’s immediate supervisor. Other leaves provided for due to illness or medical complications shall be provided consistent with other leave conditions herein and within the Federal and State Family Leave Acts.

If absence from duty by reason of sickness extends beyond the period of three (3) consecutive working shifts, the employee may be required to file, with the Human Resources Office, a certificate of sickness or disability prepared by a regular, licensed and practicing physician prior to entitlement to sick leave pay. A copy of this certificate shall also be filed with the Police Chief. All employees whose absence from duty because of sickness extends beyond (1) calendar week may be required to provide a weekly report or certificate by a regular licensed and practicing physician to be filed with the Human Resources Office. Certificates filed under this Section shall detail the nature of the sickness and certify the employee's inability to return to work. If no certificate is filed, salary or wages may be withheld from said employee.

The Human Resources Office or Police Chief may require any employee to furnish a certificate of illness or disability completed by a regular, licensed and practicing physician at any time that the Human Resources Office or the Police Chief is aware of information that an employee is abusing the sick leave privilege. No employee will be disciplined for insubordination based on the refusal to work when he/she has elected to use accrued sick leave but will remain subject to discipline for any abuse of the sick leave, dishonesty in use of sick leave or other grounds for discipline arising from inappropriate use or abuse of sick leave.

Notwithstanding any other provision of this MOU, the City shall provide every employee at least as much sick leave as required by California Labor Code section 245 et seq. as it now exists or may be amended during the term of this Agreement. The City shall inform the Employees when it establishes or alters a policy governing the allowance of such leave.

C. Extended Medical Leave (See Civil Service Rules, same title)

Those employees who have been granted an approved extended medical leave shall not be required to provide weekly verification of their medical condition. However, this is subject to the right of the City to require such verification if the City reasonably believes that the granting of medical leave is being abused. Failure of an employee to supply the requested verification of medical condition shall be grounds for terminating extended medical leave.

D. Bereavement Leave

Employees shall be granted leave of absence with pay, not to exceed 60 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 mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, 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, and leaves of more than 60 hours, if approved, shall be charged against sick leave or other leave accumulations.

E. Vacation Leave

Vacation leave will begin accruing immediately upon active service and may be used following completion of (6) months of continuous service. Police Officer Trainees will not be eligible until completion of the POST academy and appointment to active service with the City of Grass Valley Police Department as a Police Officer. For each completed pay period of service and employee shall receive credit for vacation pay in accordance with the following schedule:

- Up to two (2) years, eighty (80) hours per year (3.08 hours per pay period)
- 25 months to 5 years, ninety-six (96) hours per year (3.69 hours per pay period)
- 61 months to 10 years, one hundred twenty (120) hours per year (4.62 hours per pay period)
- 121 months 20 years, one hundred sixty (160) hours per year (6.15 hours per pay period)
- 241 months and over, one hundred and eighty (180) hours per year (6.92 hours per pay period)

Each and every credit of vacation earned by an employee shall be vested to such employee at the conclusion of each pay period of service.

Employees shall be permitted to accumulate accrued vacation hours until reaching the maximum limit of 320 hours for Police Officers and 380 hours for Police Sergeants. Once the employee has reached the maximum limit, vacation accruals over the maximum hour limit will automatically be converted to, and deposited in, a sick leave bank for retirement service credit conversion. The banked sick leave shall only be used to convert to PERS service credit at retirement from the City of Grass Valley. Should the employee utilize all sick leave accruals, all CTO accruals and all but up to 56 hours of Holiday leave, he/she will be entitled to utilize the banked sick leave hours for illness and/or extended medical leave.

Vacations will be scheduled in December and June of each year for the six-month period following the sign-up period. If staffing levels require vacations to be denied, additional time or banking of time will be granted based on a request of the Chief to the City Manager.

Employees may request payment in lieu of vacation accrual in December of each year for the following calendar year. The maximum vacation buyback shall be forty (40) hours for Police Officers and sixty (60) hours for Police Sergeants.

Elective cash-out provisions:

1. 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 vacation hours to be cashed out are earned.
2. Employees that have submitted an irrevocable election form may submit a vacation cash out request form at any time during the calendar year in which the vacation hours are earned.
3. The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed.
4. Employees that submitted an irrevocable election form in the prior year but did not submit a cash out request shall receive their vacation cash out by the last paycheck of the calendar year in which the vacation hours are earned.
5. Payment will be issued at the employee's current regular rate of pay at the time the payment is made.

F. Holidays

Holidays are those days or hours designated as such by or pursuant to this MOU, City ordinance or resolution.

Employees will accrue a maximum of 162 holiday hours each calendar year at an accrual rate of 6.23 hours per pay period. Employees may schedule holiday time off in accordance with Department procedures. Police Officer Trainees will not be eligible until completion of the POST academy and appointment to active service with the City of Grass Valley Police Department.

Hours accrued but not used by the end of the last full pay period in November each year will be cashed out at the employee's regular hourly rate of pay and paid to the employee in the first pay date in December each year.

A payout of hours accrued but not used by the end of the last full pay period in May of each year will be cashed out at the employee's regular hourly rate of pay and paid to the employee in the first pay date in June each year.

G. Jury Duty Leave

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

H. Community Service and Professional Organization Participation

The City encourages employees to participate and be involved in community service and professional organizations.

Upon approval by the City Manager, the City may make a reasonable amount of paid release time available for employees to represent the City and to participate and be involved as a member or officer in a community service, professional organization, excluding fraternal organizations. Further, the Council recognizes that certain expenses may be incurred by an employee to be an active member or to participate in such an organization. Therefore, upon approval by the City Manager, the Council shall budget and pay or reimburse, on behalf of the employee, expenses for his/her membership and attendance of such costs as dues, fees, assessments or charges associated with participating in the organization up to \$250 per fiscal year.

I. Family and Medical Care Leave

Regular full time employees, with more than one (1) year of continuous service, or have worked more than 1250 hours during the previous 12-months, may request an unpaid Family and Medical Care Leave of absence of up to 12-weeks in any one continuous 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 a serious health condition or for the employee's own health condition that makes the employee unable to perform the essential functions of their job. If this leave is granted, upon the employee's return, the employee will be reinstated to the same or a comparable position as the position held before the leave. 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 (i.e., holiday, CTO, vacation). 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 not associated with the serious health condition of him/herself, or an eligible family member, sick leave hours accrued may not be used (i.e., adoption of a child, birth of a child).

An employee may elect to keep forty (40) hours of sick leave in their accrual bank prior to taking unpaid time off.

Whenever possible, the employee must provide at least thirty (30) calendar days written notice that the employee wishes to take this leave of absence. When this is not possible, the 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 City will require the certification from the health care provider who is attending to the serious health care condition of the employee, employee's child, spouse or parent before allowing the employee to take a leave to take care of that family member. If there is a question concerning this certification, the City reserves the right to require additional certification(s) at City expense.

Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one (1) full workday.

If the employee is pregnant, the employee has the right to take a maternity leave and some amount of Medical Care Leave. The employee should check with Human Resources to determine eligibility under such circumstances.

The cost of the employee's 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, the employee will be responsible for reimbursing the City for the insurance premiums paid on the employee's 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 Family Care Leave.

ARTICLE 8 – RETIREMENT BENEFITS DEFINITIONS

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 member who was brought into CalPERS membership for the first time before January 1, 2013.
- A member who was 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. New Member Retirement Benefits

New employees hired after to January 1, 2013, upon placement in a full-time employment status shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and PERS.

B. 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.

C. Classic Member Retirement Benefits

Retirement Benefits – Tier 1

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 3% at 50 formula.

Retirement Benefits - Tier 2

Employees hired after June 30, 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 3% at 55 formula.

D. Classic Member Retirement Contributions

Total Classic Employee pension contribution shall be 12% of salary.

E. Social Security

Employees are also provided retirement benefits under Social Security. The employee shall pay the full amount of the employee's contribution rate to Social Security. The City shall pay the employer contribution.

F. Supplemental Retirement Benefits

The City shall pay a supplemental retirement benefit to each eligible employee covered under the terms of this MOU who attains normal retirement age as defined in California Public Employees' Retirement Law. 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 and at least five (5) years of service with the City. No minimum years of service is required for disability or industrial disability retirement provision.

The benefits provided under the terms of this Section shall be a one-time lump sum payment, calculated on the basis of fifty percent (50%) of the straight time value of the retiring employee's accumulated but unused sick leave, up to 400 hours on the date that the employee retires from City employment. 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 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 retirement 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 benefit provided in this Section shall not arise or vest 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 City Manager 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.

G. Retiree Health Insurance Benefit

(1) Employees hired prior to January 1, 2016 and retiring from the City under PERS, after twenty-five (25) or more years of City service, are eligible for the following retiree health insurance benefit:

(a) Three Hundred Dollars (\$300.00) per month, not including the statutory administrative fee for PERS coverage.

(2) For employees ineligible for the retiree health insurance benefit above that elect to participate in the health insurance plan as a retiree the City will pay the statutory administrative fee for PERS coverage.

(3) Eligibility and Term. To receive the benefit provided in F (1) of Article 8, a retiree must provide annual evidence of health insurance coverage to the Human Resources Department. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer or receiving coverage through Medicare or upon being eligible for 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 9 – SALARY SCHEDULE

A. Salary Schedule

Salaries shall be as set forth in the Unit's salary schedule, attached hereto as Appendix A to this MOU.

B. Salary Adjustment

Effective June 27, 2021, the City shall implement the following equity adjustments:

- Police Officer 5%
- Police Sergeant 5%

C. Shift Differential

1. An employee, whose shift that has 50% or more of hours worked between the hours of 5:00 p.m. and 5:00 a.m., shall be paid an additional night shift differential of five percent (5%) of their hourly adjusted base wage, per shift worked.
2. An employee, who is *assigned* a rotational shift that has 50% or more of hours worked between 5:00 p.m. and 5:00 a.m., shall be paid an additional night shift differential of five percent (5%) of their hourly adjusted base wage, for all hours worked outside of the rotational shift (I.E.: Court, shift shortages, training, Departmental needs etc.), up to a maximum of 3 months.
3. The above provisions are subject to change by the Chief of Police or his designee, on a case-by-case bases, to ensure appropriate application of these provision and to suit the needs of the department.

D. Rules for Use of Salary Schedule

1. In the general schedule of pay ranges established by the City Council each classification within a department has an applicable range consisting of five steps.
2. All appointments from an eligibility list will enter the probationary periods at the base salary of the range applicable to the job. The City Manager and Chief of Police may recommend elevation above the entry level step to compensate for education and experience.
3. All employees shall be eligible for a merit step increase to the next step in pay range every twelve (12) months until the end of his or her pay range, if recommended by the Chief of Police and approved by the City Manager that such employee's job performance satisfies the City and department standards relating to such employees.
Employees denied a merit increase will be eligible for reconsideration no later than three (3) months following their initial review date.
4. An employee promoted from a promotional eligibility list to a position in a higher pay range will be placed at the minimum of the new range, or at a level in the new range to provide a minimum 5% increase in the regular rate of pay. Any 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 merit increases. 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.
5. Upon reduction in force, permanent employees may be appointed to a classification with a lower pay range. An employee assigned by management to a position in a lower classification shall be placed at the step in the new range to provide an approximate 5% decrease in regular pay. The anniversary date for future merit increases will be the date of the appointment to the lower classification.
6. Allocation to a class with Lower Salary Range: If the salary range of the new class to which an employee's position is allocated has a maximum step 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 remains unchanged, at which time he/she would 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 an amount not to exceed the top of the new range effective the next full pay period one year from the re-allocation date.

7. A reclassification may result if the job, responsibilities, duties, requirements, skills change to a degree that the position needs to be placed in a new classification. If the reclassification impacts only the incumbent employee and the employee is qualified for the position, they will be placed in the position. If more than one employee is impacted and each is qualified, an internal review of the employees will be completed to select the best qualified person for the position. A reclassification will result in the elimination of the old position if it is a single person position and be replaced by the new position, as by the very process the position has fundamentally changed. A reclassification is not a promotion and does not carry with it an automatic pay increase. If the employee's salary is currently below the minimum of the new range, the employee's salary will be increased to meet the minimum of the new range. A reclassification will not change the employee's annual evaluation date. The employee will be able to move through the new pay range based on the normal evaluation and merit process.

ARTICLE 10 – 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) For the term of this agreement the City will pay a monthly set rate for health insurance (Medical, Vision, and Dental) based on the employee's medical coverage selection as follows:

- a. For Employee only - \$814.00;
- b. For Employee plus 1 dependent- \$1,622.00;
- c. For Employee plus 2 or more dependents- \$2,130.00

(2) Employees electing to waive medical insurance coverage will receive a payment of \$305 per month (a rebate) if evidence of similar or better coverage from another source is provided (effective May 1, 2012). Employee may use this rebate to pay for elected dental and vision coverage.

(3) 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.

(4) The City shall provide term life insurance coverage in the amount of \$50,000.00 for each employee, \$5,000.00 for the employee's spouse, and \$1,500.00 for other eligible dependents without cost to the employee.

(5) All benefits shall be subject to the standard provisions set forth in the policy or policies, or PERS regulations.

(6) Disputes concerning the hospital/medical, dental, vision and life insurance as provided, 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.

B. Gym Membership

Gym membership will be provided to Police Officers and Police Sergeants at no cost. Members are required to meet physical standards as a condition of employment.

C. Short Term Disability Insurance

So long as it is available on a bargaining unit-wide basis only, and solely at employee expense, the City of Grass Valley agrees to take the necessary steps to enroll the employees in the bargaining unit in the State of California State Disability Insurance (SDI) 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, there shall be no employer contribution. If a less expensive optional program becomes available, the City and the POA will meet to allow the change for the employee group.

ARTICLE 11 - SCHEDULING OF SHIFTS

The Police Chief or his/her designated subordinate representative or under the direction of the City Council may change or alter the shifts so that the highest level of protection to life and property may be maintained. To the extent possible employees will be provided a two week notice of changes to their daily shift hours.

The Police Chief or his/her designated subordinate representative or under the direction of the City Council may assign one hundred percent (100%) of the total number of employees of the Police Department to work overlapping shifts in cases of criminal investigations, riots, civil disturbances, strikes or emergencies.

The decision of the Police Chief or his/her designated subordinate representative or under the direction of the City Council shall be final and not subject to the grievance procedure. All shifts shall be scheduled at least forty-five (45) days in advance.

ARTICLE 12 – UNIFORMS

(1) Employees shall receive a uniform reimbursement not to exceed Eight Hundred Seventy Five Dollars (\$875.00) per fiscal year.

Employees designated as Detectives and Motor Officers will receive an additional uniform

reimbursement of five Hundred Dollars (\$500.00) per fiscal.

(2) Employees may have one (1) uniform per week professionally cleaned at an established vendor. Detectives may substitute a professional cleaning of slacks/shirt/jacket once per week in lieu of a uniform cleaning.

(3) Annual reimbursement totals for uniforms paid by the City will not accrue beyond the fiscal year. Any charges above the allotted totals will be paid by the employee.

(4) Employees hired as Police Officer Trainees attending the academy at the City's expense will be provided the required uniforms for the academy. Police Officer Trainees are not eligible for Uniform Reimbursement until graduation from the academy and placement into active service as a Police Officer with the City of Grass Valley.

(5) To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the uniform allowance above for classic members (as defined by CalPERS) – the total value to be reported to CalPERS is: ___ per pay period for the uniforms. For classic members, the City and employees will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. For example, classic members will be required to make the required employee contribution on this amount. Pursuant to CalPERS regulations, the value of uniforms and uniform cleaning for new members (as defined by CalPERS) does not count as special compensation.

ARTICLE 13 –RESIDENTIAL MILEAGE RESTRICTION

Employees shall live no further than 30 air miles from the City limits. The Chief of Police shall have the discretion to permit sworn employees to live further than 30 air miles from the City limits when, in the Chief of Police's opinion, the officer will be capable of responding in an emergency in a reasonable period of time.

ARTICLE 14 –VEHICLE USE, PARKING

A. Detective Officer/Sergeant Vehicle

Employees may be assigned a take home vehicle. The assignment of the vehicle is to reduce response times, to allow for direct response to crime scenes, and to respond as may be necessary for call back or if placed on stand-by. The vehicle is the property of the City and it to be treated and used accordingly. The vehicle may be redirected to other needs of the department at the direction of the Chief. If the employee is not available for a period of time, the vehicle will be left at the Police Department for other uses (i.e. on vacation, extended leave, sick leave).

ARTICLE 15 - REDUCTION IN FORCE AND RE-EMPLOYMENT

A. Layoff/Furlough Provisions:

(1) In lieu of layoff, the City may pursue a furlough or reduction of hours on a department basis as follows:

- (a) City Council makes a finding that for reason lack of work, lack of funds, or for reorganization that a reduction in services is needed.
- (b) City identifies the need for a reduction by part or whole position equivalency within a department.
- (c) Department Head consults with employees to explore alternatives.
 1. Voluntary furloughs/hours reduction sought first
 2. Involuntary furloughs or reductions in hours may be imposed on a uniform basis by class within department, not to exceed 80 hours per year. Should the City desire to utilize more than eighty (80) hours involuntary furlough days in a year, The Grass Valley Police Employees will be consulted and shall have the option of agreeing to permit the City to utilize up to an additional 40 hours of involuntary leave for a total of 120 hours or refusing such request. If such request is refused, the City shall have the option of reducing the force through layoffs.
 3. In lieu of taking actual furlough time employees may elect to pay a higher portion of 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 may be taken off. Savings must be achieved within the same time period (fiscal year) as the assignment of furloughs.
 4. Benefit accruals shall not be reduced for employees. Insurance shall still be paid by the extent agreed to by the City. Leave accruals will continue at the full time rates. Retirement contribution accounts and related benefits shall be maintained as if no reduction in force had occurred.

B. Treatment of the Employees Laid Off

(1) When the Police Chief is instructed by the City Council to reduce the number of employees in the classified service within his/her department, lay-off shall be made in accordance with the following rules:

- (a) Employees to be laid off shall be given a leave of absence for a period of 24 months without pay until the position is re-established whereupon such employee shall be given ten (10) days' notice to accept re-employment.
- (b) The names of each employee laid off shall be entered on the "re-employment list" established by the Personnel Commission and notification as provided in the Commission Rules shall be required. Within ten (10) days of reinstatement, a certificate by a qualified physician or surgeon selected by the Commission, may be required certifying as to his/her physical fitness to perform the service involved.
- (c) Vacation and sick leave accrual rates for reinstated employees will incorporate service time prior to layoff.

(2) The first person laid off from a department within a class, shall be the one with the least length of service within the class and grade since original permanent employment. The person so laid off shall thereupon be restored to a position in a class in the same department in which he/she formerly held a regular position in which:

- (a) The employee displaced shall be considered laid off for the same reason as the person who displaces him/her and shall likewise be restored as provided herein, in a class in which an unfilled position exists, or,
- (b) There is then employed a person with less total length of service since original appointment. The person with the least length of service shall be displaced by the employee laid off from the higher class.

(3) Should an employee have rights for displacement in more than one (1) previous classification, he/she shall displace first in the highest classification to which he/she is eligible.

(4) In accordance with Article 9, Section 8 of the City Charter, whenever a position in any class is to be filled, unless filled by a 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 candidates for that class;
- (c) From the appropriate competitive register of eligible.

(5) When employment is from the re-employment list, one name shall be certified for each vacancy to be filled and in the order of greatest length of service in that and higher classes since regular appointment.

C. Seniority

(1) Seniority ratings in any department shall be based on the time of service in the City of Grass Valley Civil Service, including periods of authorized leave of absence or period of illness.

(2) Credit allowable by the Personnel Commission for length of service shall be calculated on the basis of the year of continuous employment including leaves of absence and dating from the first day of such continuous employment in any department or departments of the City of Grass Valley.

(3) Credits allowable by the Personnel Commission for examination based on the length of service shall be deemed to include periods of time granted under authorized leaves of absence.

ARTICLE 16 - DISCIPLINARY ACTION (See Civil Service Rules)

The City shall administer employee discipline in accordance with the Public Safety Officers Procedural Bill of Rights Act (California Government Code sections 3300 et seq.), and as related to employees who are employed as peace officers within the meaning of Government Code section 3301. The disciplinary procedures set forth herein shall only apply to employees who have completed probation. (Government Code section 3304(b).)

Definitions

A. “Discipline/Punitive Action.” Any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer for purposes of punishment within the meaning of Government Code section 3304.

- B. “Minor Discipline.” Minor discipline is considered punitive action that does not involve termination or suspension without pay for more than 5 days. Examples include, but are not limited to, written reprimands, suspensions without pay of 5 days or less, and disciplinary transfers.
- C. “Major Discipline.” Major discipline is considered punitive action that involves termination, disciplinary demotions, and suspensions without pay of more than 5 days.

Disciplinary Actions and Procedures

A. Procedure for Minor Discipline

1. Notice of Discipline. Minor discipline shall be implemented in the form of a Notice of Discipline, such as a written reprimand or notice of suspension, and shall set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the employee violated.
2. Written Response. An employee may prepare a written response to the Notice of Discipline, which will accompany the Notice of Discipline in the employee’s personnel file. An employee shall have thirty (30) calendar days within which to submit the written response to the Office of the Police Chief.
3. Informal Administrative Appeal. In addition to the right to submit a written response to a Notice of Discipline, an employee is entitled to an informal administrative appeal.
4. Minor Discipline Appeal Procedures. An employee who receives a Notice of Discipline under this section may appeal to the Police Chief. In the event the Police Chief prepared the Notice of Discipline, the employee may appeal to the City Manager. Any such request to appeal must be in writing and received in the Office of the Police Chief within ten (10) calendar days from the date the Notice of Discipline is served on the employee. Thereafter, an informal hearing shall be scheduled before the Police Chief or City Manager. In the informal hearing, the Police Chief or City Manager shall regulate the course of the proceeding, and shall permit the parties and may permit others to offer written or oral comments on the issues. The Police Chief or City Manager may limit the formality of the proceeding or formal use of witnesses, testimony, and evidence.
5. The decision of the Police Chief or City Manager shall be in writing and shall be final.

B. Procedure for Major Discipline

1. Notice of Intent to Discipline. Major discipline shall be initiated in the form of a Notice of Intent to Discipline (such as a Notice of Intent to Terminate). The Notice of Intent to Discipline shall include the following:
 - a. The proposed disciplinary action to be taken.
 - b. The proposed effective date of such action.
 - c. A statement of charges against the employee, which sets forth the acts or omissions that provide the basis for the intended discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the employee is alleged to have violated.
 - d. The materials upon which the intended action is based in accordance with the requirements set forth in *Skelly v. State Personnel Board*.
 - e. Notice that he or she has the right to respond to the proposed action in writing or verbally at a specified place and time in an informal meeting (i.e., a “Skelly” meeting), which shall be within 10 calendar days of the date that the Notice of Intent to Discipline is served on the employee.
2. Right to Respond. Upon receipt of a Notice of Intent to Discipline, the employee shall have the right to respond to the Police Chief or designee in writing or verbally in an informal meeting (i.e., a “Skelly” meeting) prior to the imposition of discipline.
3. Notice of Disciplinary Action. After the receipt of an employee’s written or verbal response to the Notice of Intent to Discipline, or after the time to respond has passed, the Police Chief or designee shall notify the employee in writing of the final decision regarding the intended discipline. If the Police Chief or designee determines to proceed with a form of major discipline, a Notice of Disciplinary Action (such as a Notice of Termination) shall be provided to the employee as follows:
 - a. The Notice of Disciplinary Action shall be issued within 30 days of the final decision.
 - b. The Notice of Disciplinary Action shall contain:
 - i. The effective date of such action.
 - ii. A statement of charges against the employee, which set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the employee violated.
 - iii. The materials upon which the action is based.

iv. Notice that he or she has the right to request an appeal by filing a notice with the Office of the Police Chief within 10 calendar days of the date that the Notice of Disciplinary Action is served on the employee.

4. Major Discipline Appeal Procedures. The appeal of major discipline shall be before the City's Personnel Commission (See Civil Service Rules), which shall render a final decision.

ARTICLE 17 - GRIEVANCE PROCEDURE

A. Definition

A grievance is any dispute concerning the interpretation or application of this MOU, 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 conditions of employment.

B. 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.

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.

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 Resources Office.

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. 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 and Human Resources Office.

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:

If the employee finds that the grievance has not been resolved in Step 1, 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, Department Head, and Human Resources Office.

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:

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, Department Head and Human Resources Office.

Step 4:

If the employee finds that the grievance has not been resolved in Step 3, he/she may, within five (5) working days/shifts after the Personnel Commission decision is rendered, submit a request in writing to the City Council. Within fifteen (15) working days/shifts after the grievance is received, the City Council (or their designated representative(s) shall commence conducting the review. 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. Within five (5) working days/shifts after concluding the review, the City Council shall render a decision in writing to the employee, City Manager, Personnel Commission, Department Head and Human Resources Office.

The decision rendered by the City Council shall be final and binding on all parties.

C. General Conditions

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.

Performance Appraisals and merit step determinations are not grievable matters, except as provided herein. Performance appraisals and merit increase concerns should be brought forward to the Human Resources 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.

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 (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 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 Mayor in writing to all parties.

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

ARTICLE 18 – SAFETY

A. Safety Equipment

The City may make such protective clothing or other protective devices available to employees as the Police Chief deems appropriate under the circumstances. Any employee issued such protective clothing or other protective device is responsible for the proper care of these items.

B. 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 himself/herself, his/her fellow officers and employees, 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 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 to protect the safety of employees.

C. Drug, Alcohol and Substance Abuse Policy

(1) The City reserves the right, for reasonable suspicion, to require an employee to submit to drug, alcohol or substance abuse testing.

(2) "Reasonable suspicion" for purposes of this Article includes, but is not limited to the following:

(a) A critical incident has occurred while on duty for the City or at the employee's work location.

(i) An accident involving a City vehicle or equipment causing damage to property or persons, in combination with any factors in (b) below.

(ii) Employee manifests mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed.

(iii) Employee is observed with illegal drug or drug paraphernalia in possession for possible sale or use; employee is observed with open container of alcohol in work area or vehicle.

(b) Documented objected facts and a reasonable inference drawn from those facts that an employee is under the influence of drugs, alcohol or substance. Such objective facts may include characteristics of the employee's appearance, behavior, mannerisms, and speech or body odors. Components of such documentation should include:

1. equilibrium,
2. manner of speech,
3. mental reactions,
4. odor of intoxicants on breath or clothing,
5. eyes,
6. general appearance,
7. physical actions, and
8. work behaviors.

D. Employee Assistance Program

The City shall maintain an Employee Assistance Program (EAP) for employees and family members. Such program shall endeavor to provide counseling services for personal and family member 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. Coverage

The City recognizes the hazards associated with the police profession and will provide adequate staffing to protect the public and attempt to make certain that employees covered by this MOU are not exposed to undue or unnecessary hazards. The Police Chief shall determine the appropriate staffing using these basic principles. Additional staffing over and above authorized current staff levels is subject to City Council approval.

ARTICLE 19 - NO STRIKE / NO LOCKOUT

It is agreed by the Association and the City that there shall be not strikes and no lockouts during the term of this MOU.

ARTICLE 20 - DISTRIBUTION

Upon request, the City shall provide copies of this MOU for distribution to the Association. Additionally, the MOU shall be available on the City's website.

ARTICLE 21 - EFFECT OF THIS MOU

It is understood and agreed that the specific and express provisions contained in this MOU shall prevail over employer practice and procedures and over all applicable laws to the extent permitted by law.

This written MOU sets forth the full and complete agreement between the parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There is no valid or binding representation, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein.

A. Completion of Negotiations

The Unit and the City, for the life of this MOU, voluntarily and unqualifiedly waive and relinquish the right to meet and confer, except for express, conditional re-openers. Neither party shall be obligated to meet and confer with respect to any subject or matter not specifically referenced in this MOU, even though such subjects may not have been within the knowledge or contemplation of either or both parties at the time they signed this MOU, unless required by state or federal law. Nothing herein shall preclude the parties from meeting and conferring by mutual consent.

ARTICLE 22 – 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 of Grass Valley, Human Resources
125 E. Main Street
Grass Valley, CA 95945

Association:

Unit No. 6 Representative
129 S. Auburn Street
Grass Valley, CA 95945

Labor Representative

Mastagni, Holstedt, A.P.C.
1912 I Street
Sacramento, CA 95811

ARTICLE 23 –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 arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 24 –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 Memorandum of Understanding except by the giving of notice to the Association and providing the opportunity to meet and confer on the matter.

ARTICLE 25 – TERM OF MOU

Upon the approval of the City Council and ratification of the Association the terms of this MOU shall be effective July 1, 2021 and shall continue in full force and effect through June 30, 2022.

This MOU may be extended, modified, or amended by mutual agreement in writing by both parties and City Council approves the extension, modification or amendment. It is understood and agreed between the parties that all prior MOU's, Agreements, and/or Resolutions between them are hereby terminated and canceled, and that this MOU supersedes and replaces all such prior MOU's, Agreements or Resolutions. Negotiations for successor MOU shall commence no later than April 1st of the last year of the agreement.

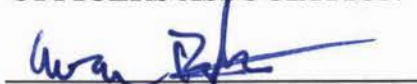
RECOMMENDATION OF REPRESENTATIVES

The City and representatives of the Association held meetings and discussed the above, and representatives of the Association have caused this MOU to be signed and the representative of the City has caused this MOU to be signed to signify their mutual agreement.

CITY OF GRASS VALLEY


TIM KISER, CITY MANAGER

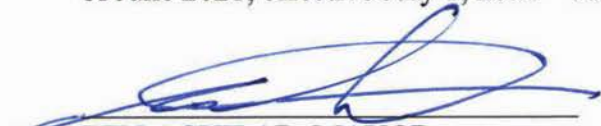
GRASS VALLEY POLICE OFFICERS ASSOCIATION


EVAN BUTLER, POA PRESIDENT


DALE NORVELL, TREASURER

APPROVAL OF AGREEMENT

Approval and adoption of this Memorandum of Understanding is made this 22nd day of June 2021, effective July 1, 2021 – June 30, 2022, by the Grass Valley City Council.


BEN AGUILAR, MAYOR

ATTEST:


TAYLOR DAY, CITY CLERK

APPROVED AS TO FORM:


MICHAEL G. COLANTUONO, CITY ATTORNEY

APPENDIX A – SALARY SCHEDULE