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

# AND

# GRASS VALLEY CAREER FIREFIGHTERS, IAFF LOCAL 3800 FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S EMPLOYEES UNIT #8

**Effective July 1, 2018 – June 30, 2020**

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**AGREEMENT BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL AND THE GRASS VALLEY CAREER FIREFIGHTERS, IAFF LOCAL 3800 FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITYS UNIT #8 "FIREFIGHTERS" FOR FISCAL YEARS 2017 – 18 THROUGH 2020-21**

This agreement is made and entered into by and between the City of Grass Valley, hereinafter referred to as the "City", and the Grass Valley Career Firefighters Association hereinafter referred to as the "Unit" or "Employees".

## ARTICLE 1 - RECOGNITION

The City recognizes the Grass Valley Career Firefighters, IAFF Local 3800 and their designated representatives, as the exclusive representatives of the Firefighters Unit #8.

### A. Dues Deductions

Employees may sign up for Payroll Deductions of Local 3800 dues with Local 3800. Local 3800 will certify to the City any new members of Local 3800.

City agrees to deduct dues as established by Local 3800, and premiums for approved insurance programs from the salaries of Local 3800 members. The sum so withheld shall be remitted by the City, without delay, directly to Local 3800 along with a list of employees who have had such amounts deducted. Local 3800 agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members to the City.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Local 3800 dues.

It shall be the sole responsibility of Local 3800 to procure and enforce payroll deduction of dues.

Local 3800 shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Local 3800 dues which the employee was obligated

to pay, but failed to pay regardless of the reasons.

Any Local 3800 member who notifies the City of their desire to discontinue dues or otherwise withdraw from Local 3800 membership shall be referred back to Local 3800. The City agrees to continue all dues deductions until notified of a deduction change by Local 3800,

The City will provide Local 3800 with 10 days' advance notice by email to the Local 3800 President of any new employee orientation as provided under California Government Code §3556. A designated Local 3800 representative will be given access and a reasonable amount of time without loss of pay during all new employee orientation meetings to communicate with the public employees that Local 3800 represents to ensure the effectiveness of state labor relations statues, meaningfully communicate through cost-effective and efficient means with the public employees on whose behalf it acts, and afford Local 3800 representatives an opportunity to discuss the rights and obligations created by this MOU and the role of Local 3800, and to answer questions.

The City will provide Local 3800 by email to the Local 3800 President with a list of the name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address of any new employee in Local 3800's bargaining unit within 30 days of hire or by the first pay period of the month following hire as provided under California Government Code §3558.

The City will provide Local 3800 by email to the Local 3800 President with a list of all employees in Local 3800's bargaining unit at least every 120 days. The list will include each employee's name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address.

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

## ARTICLE 2 – SUPPORT OF AGREEMENT

### A. Conditions

1 During the term of this Agreement, the City agrees to meet and confer only with the representative(s) officially designated by the Grass Valley Career Firefighters Association to act on its behalf 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 the City's behalf, and to utilize the meet and confer process as the means of gaining consensus as to wages, hours and conditions of employment.

2. During the term of this agreement 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 – MANAGEMENT PROCEDURAL PREROGATIVES

### A. Understanding

1. 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 Agreement, 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 Agreement.
2. The employees recognize and agree 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 Document, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, by the laws of the Constitution of the State of California and of the United States and the provisions of the City Charter.
3. The employees recognize and agree 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 or applicable law.
4. The employees recognize and agree that the City's powers, rights, authority, duties and responsibilities include, without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; 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.
5. It is understood and agreed that the specific express provisions contained in this Agreement shall prevail over employer practices and procedures and over all applicable laws to the extent permitted by 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 therein.
6. If a conflict arises between this agreement and a City Charter provision or resolution incorporated herein, the City's Charter provision or resolution shall prevail.

## ARTICLE 4 – HOURS OF WORK AND BASIS OF COMPENSATION

### A. 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.

**B. Work Periods**

1. For employees assigned to Shift Work, the work period will be a twenty-eight (28) day work period.
2. The average weekly duty hours shall be fifty-six (56) hours per week for Shift Employees.
3. 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 at fire station(s) and shall coincide with the established two (2) week pay period (consisting of fourteen (14) days or two (2) weeks).
4. A Standard work period for employees assigned forty (40) work hours per week is fourteen (14) calendar days from Sunday (starting at midnight Saturday) to midnight of the second Saturday thereafter, and refers to the period for computing compensation due for all normal working days during that period.
5. 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.

**C. Calculation of Compensation**

1. Compensation for Shift 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 106 hours at the hourly rate plus FLSA overtime and other appropriate compensation earned during the entire 28 day work period.
2. For employees working a Standard work period pay is based on 2,080 hours per year with twenty-six (26) equal pay periods per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour.
3. 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.

**D. Work Day**

1. For Shift Employees working the normal work day means each day on which a shift 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.
2. For employees working a Standard 2,080 hours per year the normal work day means each day on which an employee performs a normal working shift of eight (8) hours, including holidays, Saturday and Sunday. All time appropriately authorized in excess of eight (8) hours per workday shall be administered pursuant to Article 5. Work periods may be adjusted to reflect alternative work schedules. The normal work day is 8:00 am to 5:00 pm.

**E. 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.

**F. Lunch Period**

Employees are allowed a one (1) hour lunch period.

**G. Rest Period**

1. Employees are allowed one (1) fifteen (15) minute rest period during the mid-morning hours and one (1) fifteen (15) minute rest period during the mid-afternoon hours except in the case of an emergency response.
2. Employees working 8 hours per day (or alternate schedule) are provided one paid fifteen (15) minute rest period for each half of the work day and a one hour lunch break, generally in the middle of the work day. Lunch period and rest periods generally are not to be taken within one (1) hour of start or ending times.

**H. Shift Trades**

With approval of the Fire Chief 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 5 – OVERTIME; CALLBACK; STANDBY; COURT TIME; TRAINING TIME

**A. Overtime**

1. Policy - The Fire Chief or his designee will schedule the work of the department so that shift employees will normally not work more than their assigned shifts in a twenty-eight (28) day work period. Overtime work will be held to a minimum consistent with the necessary staffing requirements of the fire department and emergencies within the city.
2. Defined -
   a. Overtime is authorized time worked in excess of two hundred, twelve (212) hours in a twenty-eight (28) day work period.
   b. Employees who work in excess of two hundred and twelve (212) hours in a twenty-eight (28) day work period, will receive time and one half (time or pay) for all hours worked in excess of two hundred and twelve (212) during the work period.
   c. Employees who work less than two hundred and twelve 212 hours in a 28 day work period will receive straight time (time or pay) up to two hundred and twelve (212) hours.
   d. For employees working a Standard work period, overtime is authorized for time worked in excess of the assigned daily shift, provided total time worked in excess of forty (40) hours in a work week. Time may be adjusted to reflect alternative work schedules.
3. Authorization for Overtime Work - Overtime work not specifically authorized through the scheduling process shall be performed only upon express authorization of the Fire Chief or designee empowered by him/her to authorize the same.
4 Reporting Overtime - Total hours of recorded authorized overtime for each work period for each employee shall be reported on attendance reports and shall be signed by Fire Chief or designated alternate. 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 advances.
6. Compensation for Overtime -

a. Compensatory time off (CTO) may be accrued up to eighty (80) hours. These limits may be exceeded due to emergencies, but are to be brought into compliance as soon as operationally possible.

b. An employee shall have the option to request compensatory time in lieu of paid time for overtime necessitated by call backs, training, sick leave, holiday, or vacation coverage. Approval from the Chief or designee is required. Strike team and overhead assignments will be paid only in overtime pay.

c. Employees who work less than 212 hours in a 28 day work period will receive their regular straight time pay, by including any available leave credits to reach the 212 hour level. Vacation, floating holidays, sick leave, bereavement, jury duty and compensatory time off shall count as time worked for the purpose of computing overtime.

d. Compensation received through the payment of workers compensation pay (4850) time shall not count as hours worked for the purpose of computing overtime.

**B. <u>Callback Time</u>**

1. Callback time shall be that time an employee is called back to work by the Fire Chief or his designee before or after a normal work shift when an employee is required to work on normal time off. The time actually worked, or a minimum of three (3) hours, may be paid or accrued as compensatory time off. Calculation subject to the 212 hour limit provided in Article 5, A (2).
2. Employees called back from vacation or compensatory time off leave shall be paid straight time for such hours worked.
3. Employees working a standard shift who are called back shall receive a minimum of 3 hours call back pay at the overtime rate. Additional hours in excess of the minimum 3 hours of call back time worked will be treated as overtime or straight time based on the actual hours worked in the 212 hour work period.

**C. <u>Standby Time</u>**

Standby time shall be that time an employee is designated by the Fire Chief to be available on immediate call on normal days or hours off. If not called, the employee shall be compensated for the actual time on stand-by with a minimum of three (3) hours accrued as compensatory time or pay subject to the same rules for callback time.

**D. <u>Court Time</u>**

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 as call back time and shall be computed on the basis of the actual amount of the time the employee is required to appear in court, rounded to the nearest one quarter (1/4) hour.

**E. Training Time**

1. The City recognizes the importance of training for Unit members and strives to provide a minimum of two formal, career related training opportunities per year. Employee-requested and Department approved training will include tuition, per diem and coverage of normally scheduled shifts at City expense. Employees will not receive any overtime for requested training. Probationary employees will only be approved for classes needed to complete probation. The location of the approved training will be at the Department's discretion. All approved training funded by the City is subject to budgetary limitations.
2. Mandatory training, scheduled by the Department, will be at the City's expense, including any employee overtime pay.
3. Expenses incurred must be in accordance with City travel expense policy.
4. In addition to training provided in item 1 above, employees may be granted relevant and job related classes at the discretion of the Chief with the sharing of costs to be mutually agreed upon by the employee and Chief.
5. Employees returning from week long (40 hour) training programs to a regularly assigned shift, will be granted administrative time for the remainder of the shift that falls on the same day of their return from training. The employee may choose to work the shift.

**F. OVERTIME FOR STANDARD TIME EMPLOYEES**

1. Overtime for employees assigned an 8 hour day or approved alternative shift: It is the policy that overtime work be discouraged and that work be arranged so that full-time Employees shall normally work not more than eight (8) hours per work day or more than forty (40) hours per week, or more than eighty (80) hours in any pay period, and that overtime work be held to a minimum consistent with the efficient performance of necessary functions. Hours are subject to change based on alternative work schedules.
2. Overtime is authorized time worked in excess of eight (8) hours in a normal day or forty (40) hours per week. Subject to modification based on alternative work schedules. All work authorized as overtime shall be calculated at the overtime rate which is one and one-half (1 1/2) times the regular hourly rate of pay (such calculation being non-cumulative for the same hours). Overtime will be paid, unless requested and approval received for compensatory time. Compensatory time is limited to no more than 120 hours.
3. If a position is authorized to work an alternative work schedule the overtime calculations will be based on the authorized work day (i.e. a 9 or 10 hour day).

## ARTICLE 6 – LEAVE

**A. Absence from Duty**

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) shall be deemed a voluntary resignation from City employment. For Standard time employees unauthorized absence from duty of five (5) days shall be deemed a voluntary resignation for City employment.

**B. Sick Leave**

1. Shift Employees shall be entitled to accrue 8.85 hours of sick leave per pay period (230 hours per year). 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.
2. Standard Time Employees shall be entitled to accrue 3.69 hours of sick leave per pay period (96 hours per year). If any employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.

**C. Sick Leave Usage**

1. Sick leave accrual, if available, will be used for the following circumstances:
   a. the absence from duty of an employee because of his/her illness, pregnancy or related complications; quarantine due to contagious disease.
   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. the medical appointment of an employee.
   d. the absence from duty of an employee due to the medical appointment or illness of his/her spouse, domestic partner, child or parent to the extent provided by California Law (specifically, AB 109, known as the "Kin Care" legislation effective in 2000, and SB 1471, as enacted in 2003)
2. If absence from duty by reason of sickness extends beyond the period of two (2) work shifts (48 hours), the officer or employee may be required to provide, to the Fire Chief or his/her designee, a verification of sickness or disability prepared by a regular, licensed and practicing physician prior to entitlement to sick leave pay. All employees whose absence from duty because of sickness extends beyond two (2) calendar weeks shall cause a weekly report or certificate by a regular licensed and practicing physician to be filed with the Fire Chief or his designee. 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 employee. The Fire Chief or his designee 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 Fire Chief is aware of information that an employee is abusing sick leave. No employee will be disciplined for insubordination based on the refusal to work when he or she has elected to use accrued sick leave but will remain subject to discipline for any abuse or dishonesty in the use of sick leave.

**D. Worker's Compensation Pay**

Employees absent from work under Labor Code Section 4850 shall be compensated for those scheduled hours at straight time.

**E. Bereavement Leave**

1 Employees shall be granted leave of absence with pay not to exceed two work shifts (48 hrs.) 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 mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, step parents or any relative living in the immediate household of the employee.

2. Leaves in excess of the 2 work shifts as specified above (or in case of additional deaths) shall be charged to vacation or compensatory time.

3. Standard Employees will receive 40 hours of time to be used in the same manner as provided for in this section.

**F. Vacation Leave**

1. Following completion of twelve (12) months of continuous service, an employee shall receive credit for vacation pay in accordance with the following schedule for shift employees:

Up to two 2 years..... 106 hours per year (4.08 hours per pay period)
2 years plus to 5 years..... 133 hours per year (5.12 hours per pay period)
5 years plus to 10 years..... 159 hours per year (6.12 hours per pay period)
10 years plus to 15 years..... 212 hours per year (8.15 hours per pay period)
15 years plus to 20 years..... 260 hours per year (10 hours per pay period)
20 plus years ..... 272 hours per year (10.46 hours per pay period)

Credit for Standard work week employees will be as follows:

| | |
|---|---|
| Up to 2 years | 80 hours per year (3.08 hrs per pay period) |
| 2 plus years to 5 years | 96 hours per year (3.69 hrs per pay period) |
| 5 plus years to 10 years | 120 hours per year (4.62 hrs per pay period) |
| 10 plus years to 15 years | 140 hours per year (5.38 hrs per pay period) |
| 15 plus years to 20 years | 160 hours per year (6.15 hrs per pay period) |
| 20 plus years | 176 hours per year (6.77 hrs per pay period) |

2. All vacation hours earned by an employee shall be vested to such employee at the conclusion of each pay period. Probationary firefighters shall not be allowed to schedule vacation leave during the one year probationary period unless approved by the Fire chief or designee.

3. Shift Employees will be permitted to accumulate accrued vacation hours until reaching maximum cap limit of 420 hours. No more than 420 hours of accrued vacation may be carried over to the next calendar year. Once the shift employee reaches the cap limit of 420 hours, vacation shall not continue to accrue until the shift employee has used accrued vacation hours to lower the accumulated accrued vacation hours below 420.

4. Standard Employees will be permitted to accumulate accrued vacation hours until reaching maximum cap limit of 320. No more than 320 hours of accrued vacation may be carried over to the next calendar year. Once the employee reaches the cap limit of 320 hours, vacation shall not continue to accrue until the shift employee has used accrued vacation hours to lower the accumulated accrued vacation hours below 320.

5. Vacation will be scheduled in accordance with Department SOP #109. In the event an employee is not permitted to schedule and take vacation as caused by the City, which results in the employee exceeding the accumulation limits, the Fire Chief, may upon request of the employee, request the City Manager to approve a 90 day extension of time, in which vacation time will be scheduled that will bring the employee's accrued time below the hour limit. For vacation requested for the same period, seniority with the Fire Department will determine the order which employee receives their vacation request first.

6. Vacation Elective cash-out provisions:
Employees may, once each calendar year during the month of December, request payment in lieu of vacation if the following conditions are met:
   a. The employee has taken a minimum of 96 hours of vacation and/or holiday hours off in the current calendar year as of the last full pay period ending in the month of November;
   b. The employee has no less than 200 hours of accrued vacation and holiday hours as of the last full pay period in the month of November; and
   c. The Employee utilizing this provision submits an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned; and
   d. The requested cash out will coincide with the applicable IRS tax year based upon the check dates; and
   e. 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; and
   f. The requested vacation cash outs will be paid by the last pay check of the calendar year in which the vacation hours are earned.

**G. <u>Holidays</u>**

1. Holidays shall mean those days or hours designated as such by or pursuant to this Agreement, City ordinance or resolution. The holiday is the day as observed by the City. For Standard Work Week employees holidays are recognized as 8 hour days.

   Recognized holidays shall include:

   (a)
   New Year's Day
   Martin L. King Day
   Presidents' Day
   Memorial Day
   July 4th
   Labor Day
   Columbus Day
   Veterans' Day
   Thanksgiving Day
   Day After Thanksgiving
   Christmas Day

   (b) 3 Floating Holidays

2. In lieu of actual holidays, Shift Employees will accrue 6.5 hours in lieu of holiday hours each pay period. The total in lieu Holiday hours per year will be 169 hours. Holiday hours will be scheduled in the same manner as vacation. Shift Employees are allowed to carry over up to 96 hours of Holiday hours into the next fiscal year. Hours in excess of 96 will be forfeited.

Holiday Elective cash-out provisions:
Employees may, once each calendar year during the month of December, request payment in lieu of holiday hours as follows:

a. The Employee utilizing this provision submits an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned; and
b. The requested cash out will coincide with the applicable IRS tax year based upon the check dates; and
c. 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; and
d. The requested holiday cash outs will be paid by the last pay check of the calendar year in which the vacation hours are earned.

3. Standard Operating Procedure 109 (SOP 109) shall apply for covering major holidays for which previously no mandatory overtime was assigned.
4. Only regular and probationary Shift Employees in a current and paid status shall be eligible for in lieu holiday hours. An employee who is on an unpaid leave of absence shall not be credited for the holiday hours, unless the employee is on approved and compensated extended medical leave.

**H. <u>Jury Duty Leave</u>**

An employee shall be paid their normal salary for each work day or portion thereof; they are required to be on jury duty. Any money received by the employee for jury duty shall be remitted to the City by the employee, less travel expenses.

**I. <u>Family and Medical Care Leave</u>**

1. A regular full time employee, with more than one year of continuous service, or who has worked more than 1250 hours during the previous 12 months, may request a 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 one's own health condition that makes the employee 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. 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 accrual (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 or CFRA leave not associated with the serious health condition of him or herself, or an eligible family member, sick leave hours accrued may not be used.
2. Whenever possible, the employee must provide at least 30 days written notice that they wish 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.

3. The City will require the certification from the health care provider who is attending to the serious health care condition of the employee, the 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) (without being given a diagnosis) at City expense. Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one full work day (Shift).
4. If the employee is pregnant, she is entitled to pregnancy disability leave and/or Family and Medical Leave in accordance with California and federal law.
5. The cost of the health care coverage while on a Family and Medical Care Leave less any portion of the premium required to be paid by the employee will be paid for by the City for up to 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 their behalf.
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 Care Leave.

## ARTICLE 7 – RETIREMENT

### A. CalPERS Pension 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.

**B. New Member Retirement Benefits**

New employees hired on or after 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.

**C. 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 annually.

**D. Classic Member Retirement Benefits**

Employees hired 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 3% at 55 formula.

**E. Classic Member Retirement Contributions**

Classic Member Employees shall pay a total pension contribution of 12%.

**F. Supplemental Retirement Benefits**

1. The City shall provide a supplemental retirement benefit to each eligible employee covered under the terms of this Agreement who attains normal retirement age. The term "normal retirement age" is the age at which an employee first becomes eligible to receive a disbursement of a retirement benefit under the terms of the employee benefit plan described in section A of this Article. The term "eligible employee" is limited to those employees who leave City employment for the sole reason of retiring under a PERS regular service retirement, disability retirement, or industrial disability retirement provision.
2. For employees with at least ten years of service with the City fire department are eligible for the benefit provided under the terms of this section. They are eligible for a one-time lump sum payment, calculated on the basis of 50% of the straight time value of the retiring employee's accumulated but unused sick leave, up to 520 hours (maximum pay out of 260 hours) on the date that the employee retires from City employment. The reference to sick leave hours 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 days shall be computed solely and exclusively on the basis of the non-overtime normal base wage rate paid to the employee, and no overtime premiums, or any other type of premium pay, incentive pay or pay for working out of class or employee benefits or other forms of non-straight time wage compensation shall be used for purposes of calculating the benefits due under this section.
3. 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.
4. Consistent with the sick leave provisions of this Agreement, any employee whose employment with the City terminates for any reason 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. 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. Notwithstanding the limitations contained in this section, the City shall pay a supplemental benefit consisting of all unused sick leave to the estate of any employee covered by the MOU who is killed in the line of duty.

**G. <u>Retiree Health Insurance Benefit</u>**

1. Any employee hired prior to January 1, 2016 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 50% 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 health insurance coverage to the Human Resources Department.
3. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer or receiving coverage through Medicare. If a retiree covered under another employer's group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

## ARTICLE 8 – <u>SALARY SCHEDULE</u>

**A. <u>Salary Ranges for Unit Classifications</u>**

The salary ranges for unit classifications shall remain as set forth on the attached schedule, referenced as Appendix A.

Effective the first full pay period following Unit ratification and City Council approval of MOU, employee pay rates for firefighters will be increased by 1.64%, retroactive to July 1, 2018.

Effective the first full pay period following Unit ratification and City Council approval of MOU, employee pay rates for engineers will be increased by .72%, retroactive to July 1, 2018.

Effective July 1, 2019, employee pay rates for all Local 3800 members shall increase by 2%.

**B. Certificate and Educational Incentive**

1. The City shall offer an Academic Education Incentive program with a maximum cumulative (certificates and degrees) ceiling of 11% of base salary. Only certificates and degrees granted by accredited institutions and are job related, which are above the minimum educational requirement of the employee's position and enhance the employee's abilities and contributions will be considered. Educational Incentive pay will not be added to base pay until completion of the probationary period. If an application for this incentive is denied it may be grieved.
2. The eligible degrees and certificates and corresponding incentives are as follows:

Unit 8 members shall be granted 1.25% of base pay for each listed certificate with a maximum of 8.5%.

Approved certificates:

- Chief Officer;
- Confined Space Technician;
- Fire Officer;
- Instructor III;
- Possession of both Fire Investigator I and Inspector I;
- Fire Fighter 2;
- Fire Control 3;
- Fire Control 4;
- HazMat Specialist;
- Rapid Intervention Crew Tactics or Firefighter Safety and Survival;
- Rescue Systems 1;
- Rescue Systems 2;
- Swift Water Rescue Technician;
- Other certificates could be added by mutual agreement.

Unit 8 members shall be granted 2.5% of base pay for each listed degree with a cumulative maximum of 5%.

| Approved Degrees: | % of Base Salary |
|---|---|
| Associate of Arts or Science | 2.5% |
| Bachelor of Arts or Bachelor of Science | 2.5% |
| Master of Arts or Master of Science | 2.5% |

3. Paramedic Incentive

Firefighters and Engineers with a current California paramedic license shall be eligible to

receive a paramedic stipend of $600 a month. Captains with a current California paramedic license shall be eligible to receive a paramedic stipend of $250 a month. There will be a cap of 8 people receiving a paramedic stipend at any one time.

These incentives shall be given as an hourly equivalent.

Parties agree to meet and confer over the details of the ALS program upon request and as needed throughout the term of the MOU.

4. Deputy Fire Marshal
The Fire Marshal shall receive the hourly equivalent of $600 a month.

5. **Expanded Scope EMT Incentive**
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 pay of $50.00 a month (hourly equivalent).

Proficiency is required within twelve months. Proficiency shall be proven with an SSV-approved testing process. EMTs must demonstrate proficiency annually.

Expanded scope EMT shall be required within twelve months of hire for new employees, and shall be an MQ for career employees twelve months after ratification.

C. **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 a listing of eligible candidates will enter the probationary periods at the base salary of the range applicable to the job. The Fire Chief may recommend elevation above the entry level step to compensate for education, experience or as a recruitment incentive.
3. All employees shall be eligible for a merit step increase to the next step in pay range every twelve months until the end of his or her pay range. No advance in pay shall be automatic upon completion of the periods of service outlined hereinabove. All increases shall be made on the basis of merit as established by the employee's service, and after the recommendation of the department head and approval by the City Manager. Increase in pay shall be withheld in cases of inferior work, lack of application, or indifferent attitude. Employees denied a merit increase will be eligible for reconsideration 6 months following their initial review date.
4. Upon recommendation of the Fire Chief and approval of the City Manager, any employee may be given an administrative raise to the next step in range, but not more than one in eighteen (18) months. The administrative raise is not a right, but may be given for outstanding services. A 2-1/2% administrative raise may be given above the five step range schedule.
5. An employee promoted from a Fire Department promotional list shall move to the closest salary step in the new class that gives a minimum of a 5% increase over base pay, not to exceed the top of the pay range, as recommended by the Fire Chief to the City Manager. The date of the promotion will establish a new anniversary date for the employee's future performance evaluations. Should a promotion occur concurrently with the employee's evaluation, and the

employee is eligible for a merit increase, the merit increase is to be included in the base salary before promotion.

6. Employees transferred from one department to another in the same classification will continue to receive the same salary and will have no change in their anniversary date and would not be subject to a probationary period.
7. Allocation to a class with Lower Salary Range (Voluntary Demotion or Reclassification): If the salary range of the new class to which an employee's position is allocated has a maximum lower than that of his/her current class, but not lower than his/her actual salary, he/she should continue to receive his/her present salary until his/her next anniversary date, which remains unchanged, at which time he/she would be eligible to move by a merit increase in the proposed 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.
8. An employee reassigned by management to a position in a lower classification (demotion) will move to the closest salary step in the new class that provides a minimum 5% decrease in base pay. The anniversary date for future evaluations will be the date of the demotion.
9. A reclassification may result if the job, responsibilities, duties, requirements, skills change to a degree that he 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 with the new position, as by the very process the position has fundamentally changed. If the position is used by other departments the position being reclassified will be eliminated from the department impacted. 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 rate 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.

**D. <u>Acting Pay</u>**

The City recognizes the operational and career development value of assigning qualified employees to act in higher ranks. In the absence of employees assigned to higher ranks, and in accordance with policy set forth by the fire chief, a qualified employee may move into the position in an acting capacity. Employees electing to serve in acting assignments will be subject to the following:

1. Qualified employees may serve in an acting capacity in the battalion chief, captain and engineer positions. In the event that a qualified acting battalion chief does not exist or is not available, a NCCFD battalion chief may be assigned the duty.
2. To qualify to serve in an acting capacity, an employee must have achieved a passing score on the last promotional or open/promotional testing process the City has offered for the acting position.
3. The job responsibilities of the employee serving in an acting capacity shall be based upon those described in the current position duty statement for the position. Those responsibilities may be modified by the fire chief.

4. Employees meeting the minimum requirements for working in an acting capacity shall be paid a five percent (5%) pay differential for work done in the acting capacity.
5. Individuals performing acting duties must serve in such assignment for at least twelve (12) hours to qualify for acting pay. If such assignment continues past twelve hours, the differential will be paid for all hours worked on that assignment.
6. Qualified actors may be used for station coverage and/or strike team assignments.
7. Payments to employees for acting assignments will be made each pay period.
8. Employees may be removed from the list of eligible employees for acting purposes for cause.

## ARTICLE 9 - 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 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. Employee may use this rebate to pay for elected dental and vision coverage.
3. All benefits shall be subject to the standard provisions set forth in the policy or policies, or P.E.R.S. regulations.
4. Disputes concerning the hospital/medical, vision and life insurance provided pursuant to this agreement, 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.
5. Subject to provisions of this MOU and 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.
6. The City will 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.
7. Income Protection Insurance - The City shall provide without cost to the employee an Income Protection Insurance Program as currently provided by the California Association of Professional Firefighters. Conditions of coverage shall be controlled by the master agreement with the associated insurance company.

## ARTICLE 10 - SCHEDULING OF SHIFTS

### A. Authorized Personnel

1. Shift assignments will be in effect for 12 months unless an emergency warrants a change. The shift assignments will not be changed during the year unless requested by the employee or

employer and only after a meeting has been held between the affected employee(s) and the Chief or his designee. Emergencies include, but are not limited to the necessity to staff for unplanned employee events that require a change for proper coverage. All emergencies will be handled as the situation requires. Changes that occur as a result of the meeting between the Chief or his designee and the affected employee(s), shall not take effect for at least fourteen (14) calendar days following notice to the employee(s), unless an earlier date is mutually agreed to by all parties.

2. The Fire Chief or his designee or under the direction of the City Council may assign one hundred (100) percent of the total number of employees of the Fire Department to work overlapping shifts in cases of emergencies as determined by the City Council.
3. For the term of this agreement the Chief or designee may temporarily change or alter shifts for the purpose of providing relief coverage on alternate shifts. These shift changes may occur where staffing will fall below minimum levels as a result of planned or non-emergency absences of other employees. It is preferred by the City that Employees use hours earned as a result of working a flexed or alternate shift within the 28 day work period in which they were earned which are considered straight time hours. It is recognized that the use of flex time earned within the same work period is not always achievable or desirable and employees will be granted comp time for time worked and not taken during the 28 day work period. Flexibility in scheduling will be done in accordance with departmental standard operating procedures.
4. For the term of this MOU City of Grass Valley firefighters will be assigned regular shifts to City fire stations.
5. All available shifts will first be offered to Unit 8 employees before filling vacancies with temporary assistance or employees from other agencies.

## ARTICLE 11 - PROMOTIONAL OPPORTUNITIES

Promotional examinations will follow the current Civil Service Rules. The Fire Chief will determine if there are sufficient qualified employees for an internal department list, generally consisting of at least 3 qualified personnel. If there is a need to create an open list, existing Unit 8 members will receive 3 career points after successful completion of the examination process.

## ARTICLE 12 - UNIFORMS

Effective January 1, 2016 employees shall receive a uniform allowance of $1,200.00. The allowance will be paid twice each year, with one half in July and one half in January. Payment will be made with first full pay period of the month and be made as part of the normal pay check. The allowance will be prorated for each full month of employment for new employees. Employees leaving city employment are not entitled to any proration of uniform pay.

### A. Care of Uniform

a. New hires will purchase a Class A uniform within two (2) years of hire.
b. All uniforms will be kept in a clean and well maintained condition.

### B. Special Compensation

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). 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. 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 - REDUCTION IN FORCE AND RE-EMPLOYMENT

**A. In Lieu of Layoff**

1. In lieu of layoff, the City may pursue consideration of a furlough or reduction of hours on a department basis as follows:
2. City Council makes a finding that for reason of lack of work or lack of funds that a reduction in personnel is needed.
3. Department Head consults with Employees to explore alternatives.
    - i. Voluntary furloughs/hours reduction sought first.
    - ii. Involuntary furloughs or reductions in hours may be imposed on a standard basis by class within the department, not to exceed 48 hours (2 shifts) per fiscal year. Should the City desire to utilize more than 48 hours of involuntary furlough time in a fiscal year, The Grass Valley Fire Department employees will be consulted and shall have the option of agreeing to permit the City to utilize up to an additional twenty four (24) hours of involuntary leave for a total of 72 hours or refusing such request. If the request is refused the City shall have the option of reducing the force through layoffs.
    - iii. For employees working 8 hour shifts, involuntary furlough time may not exceed 80 hours per fiscal year. If additional time is desired the City may request an additional 40 hours of time for a total of 120 hours. If the request for additional hours is refused the City shall have the option of reducing the force through layoffs.
    - iv. 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. Provided the savings are achieved within the same time period (fiscal year) as the assignment of furloughs.
    - v. If any of the options above (except iv) are chosen and include furloughs of employees, no impact to benefits shall occur. Insurance will still be paid by the extent agreed to in this MOU. Leave accruals will continue at the full time rates and will not be prorated for furlough day(s). Retirement contributions and related benefits shall be maintained as if no reduction in time had occurred and full year PERS service credit will be retained, unless precluded by PERS.4. Upon reduction in force, permanent employees appointed to jobs with a lower pay range shall be given the next step up in the range lower than the range from which he/she was reduced. (i.e.: If employee is Range 2, Step C, upon appointment to lower pay range due to reduction in force, employee would be Range 1, Step D).

**B. Treatment of the Employees Laid Off**

1. When the Fire 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 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, 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.
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 a 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 previous classification, he/she shall displace first in the highest classification to which he/she is eligible.
4. In accordance with 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 eligibles for that class;
   c. From the appropriate competitive register of eligibles.
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 in a classified position in the City of Grass Valley Fire Department, including periods of approved leaves of absence.
2. Credit allowable by the Personnel Commission for length of service shall be calculated on the basis of the years of continuous employment including approved leaves of absence dating from the first day of such continuous employment in any department or departments of the City of Grass Valley as a classified employee.
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 approved leaves of absence.

## ARTICLE 15 - DISCIPLINARY ACTION

**A. Principle**

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

2. This article is subject, however, to every provision of the Constitution and applicable state statutes designated as a general ground of forfeiture of office, or employment or imposing a criminal liability.

**B. Disciplinary Process**

1. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. Performance appraisals and non-punitive constructive disciplinary actions which are designed to assist an employee to improve his/her performance are excluded from the procedural rights specified in this Section.
2. Discipline may be initiated for various reasons, including, but not limited to violations of City and/or Department work rules, insubordination or poor job performance. The severity of the disciplinary action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.
3. The normal progressive discipline procedure steps consist of the following, which will be administered in compliance with the Firefighters Bill of Rights.

**C. Informal Actions**

1. **Verbal Counseling**: An opportunity to communicate in a non-punitive fashion that a problem is perceived and that the supervisor is available to help solve it. This action cannot be appealed.
2. **Documented Counseling**: A written record of performance issue accompanied by a written performance improvement plan including timeframes. A copy of this counseling is given to the employee and one copy is filed in the supervisor's working file until the employee's next performance evaluation, where such counseling may be noted and then removed from the supervisor's file and destroyed.
3. **Letter of Warning**: Informal action generally used after counseling has failed. Letter to document performance failures and advise employee that if situation continues, a formal action will follow.

**D. Formal Disciplinary Actions**

1. **Written Reprimand**: A written communication to the employee that an offense has been committed. This action can be discussed with the Fire Chief if so requested by employee. The Chief may uphold or modify the reprimand. A copy of this reprimand is given to the employee and one copy is filed in the employee's personnel file.
2. **Suspension Without Pay, Demotion, or Reduction in Pay:** These are serious disciplinary actions and are subject to the Skelly procedures below.
3. **Dismissal for Cause:** The final step in the progressive disciplinary process. Only the City Manager may dismiss any employee covered by this MOU.

**E. Administration of Discipline**

1. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.
2. An employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.

**F. Skelly Process**

1. All formal disciplinary actions will be covered under this section when requested by the employee.
2. The employee shall be provided notice of the proposed discipline.
3. Within fourteen (14) calendar days of the notice of proposed discipline, the employee or his/her representative may file a request for Skelly meeting.
4. The Skelly Officer shall schedule a pre-disciplinary response meeting with the employee and his/her representative, if any, within fourteen (14) calendar days of the receipt of the request for meeting.
5. The Skelly Officer shall conduct the meeting and shall render a decision upholding, modifying, or overturning the proposed action, within fourteen (14) calendar days of the date of the Skelly meeting.

**G. Appeal Process**

1. Once a decision has been reached by the Skelly Officer that discipline is appropriate, the discipline will be imposed.

2. Appeal to the Personnel Commission: Any regular employee who has completed their initial probationary period shall have the right to appeal the decision of the Skelly Officer by following the appeal process outlined in the Civil Service Rules and Regulations. There is no cost to the employee for an appeal to the Personnel Commission, other than the cost of a copy of the transcript or other recording of the proceedings, pursuant to Section 11.6 of the Civil Service Rules and Regulations.

3. Alternative Appeal to Advisory Arbitration: As an alternative appeal procedure to that set forth in section G.2 above, any regular employee who has completed their initial probationary period may elect to appeal the decision of the Skelly Officer to advisory arbitration, pursuant to the following procedure:

   A. The appeal request must be made in writing to the City Manager within 15 days of the decision of the Skelly Officer;

   B. Within 7 calendar days of receipt of the appeal request, the parties shall select an arbitrator, either by mutual agreement, or if unable to agree, by submitting a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators.

      i. The parties shall take turns striking names from the list, beginning with the party who wins a coin toss, until one remains.

      ii. Because appeal to advisory arbitration is an employee-elected alternative procedure to an appeal to the Personnel Commission, each party shall pay 50% of the cost of arbitration, which may include a court reporter appearance fee. Should a

transcript be desired, each party shall pay for the cost of its own copy of the transcript. Each party shall bear their own attorney's fees.

iv. The arbitrator's decision shall be mailed to both parties, with the City's copy mailed to the City Clerk. The arbitrator's decision is advisory to the City Council. The City Council shall, within 30 days of the City Clerk's receipt of the arbitrator's decision, convene a hearing in closed session to review the arbitrator's decision. The City Council may approve, modify or reject the arbitrator's decision. The decision of the City Council is final.

4. Nothing herein shall restrict the right to make bona fide reduction in force or enact legislation requiring retirement for disability or age.

5. Discipline once imposed is only subject to this appeals process under Article 15 and is not grievable.

## ARTICLE 16 – GRIEVANCE PROCEDURE

**A. Definition**

Grievance - A grievance is any dispute concerning the interpretation or application of this Agreement, 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. 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 grievances informally, at the nearest practical organizational level from which it emanates, and as promptly and fairly as possible to all concerned.

**D. Informal Grievance**

1. Within fourteen (14) calendar days (2 two-week tours) 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**

A formal grievance shall only be initiated by completing the grievance form provided by the City

Manager's 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 fourteen (14) calendar days after the last meeting between the employee and supervisor. Within (14) calendar days after the formal grievance is received, the Fire Chief 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 Fire Chief shall render a decision in writing to the employee.
2. Unless a decision of the Fire Chief is appealed by the employee to Step Two, in the time limits provided, the grievance shall be deemed resolved, final and binding.

**Step 2**

1. If the employee is not satisfied that the grievance has been resolved in Step One, he/she may, within (14) fourteen calendar days after the receipt of decision, request in writing that the City Manager consider the grievance and decision as rendered by the Fire Chief. Within fourteen (14) calendar 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 fourteen (14) calendar days after concluding the review, the City Manager shall render a decision in writing to the employee and Fire Chief.
2. Unless the decision of the City Manager is appealed by the employee to Step Three, in the time provided, the grievance shall be deemed resolved, final and binding.

**Step 3**

1. If the employee is not satisfied that the grievance has been resolved in Step 2, he/she may, within fourteen (14) calendar days after the City Manager 's decision is rendered, request in writing to the City Manager, that the City Council consider the grievance and decision rendered by the City Manager. Within fifteen (15) working days after the grievance is received, the City Council shall designate a sub-committee which shall commence conducting the review. The City Council subcommittee 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 fourteen (14) calendar days after concluding the review, the City Council sub-committee shall render a decision in writing to the employee, City Manager and Fire Chief.

2. As an alternative procedure to that set forth in Step 3, paragraph 1 above, the employee or the Union may elect to submit the grievance to advisory arbitration pursuant to the following procedure:

   A. The request to proceed to advisory arbitration must be made in writing to the City Manager within 14 calendar days of the decision of the City Manager;

   B. Within 7 calendar days of receipt of the request, the parties shall select an arbitrator, either by mutual agreement, or if unable to agree, by submitting a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators.

      i. The parties shall take turns striking names from the list, beginning with the party who wins a coin toss, until one remains.

ii. Because submittal of the grievance to advisory arbitration is an employee or Union-elected alternative procedure to resolution by the City Council under Step 3, paragraph 1, each party shall pay 50% of the cost of arbitration, which may include a court reporter appearance fee. Should a transcript be desired, each party shall pay for the cost of its own copy of the transcript. Each party shall bear their own attorney's fees.

iii. The arbitrator's decision is advisory to the City Council. The City Council may appoint a City Council sub-committee which shall review the written decision of the arbitrator and the record and issue a written decision within 30 days of receipt of the written arbitrator's decision. The City Council or its sub-committee may approve, modify or reject the arbitrator's decision.

3. The decision rendered by the City Council or its sub-committee shall be final and binding on all parties.

**F. General Conditions**

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. Oral or written evaluations or other corrective directives and merit step determinations, for example, are not grievable matters.
2. Grievances may be made only on behalf of an employee who has successfully completed a required probationary period and attained permanent status.
3. 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.
4. In the event that more than one employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The employee shall be present at any meetings which may be held, unless he/she specifically waives that right in writing.
5. 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.
6. During the grievance process, there shall be no interruption of scheduled work of a department or the City.
7. The time frames provided for may be modified by mutual agreement between the parties.

## ARTICLE 17 – SAFETY

**A. Safe Conditions, Equipment and Duties**

1. The City and its employees agree to maintain a safe and healthful place of work and to maintain safety as well as sanitary conditions in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employees shall be directed to the attention of the City. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. The Grass Valley Firefighters shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.

2. The City shall provide all needed and/or necessary safety equipment for the employee(s) to perform the normal tasks of their respective classification(s). These devices and equipment shall be customary safety appliances to safeguard the employees against danger to health, life and limb. The City will make available to the employees updated training programs on safety matters and issues as it deems necessary.
3. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.

**B. Safety Equipment**

The City may make such protective clothing or other protective equipment available to employees as the Fire 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. Leather turn out boots and leather helmets have been approved for use by employees and will be provided as protective safety equipment.

**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 himself, his fellow officers and employees, and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees and officers covered by this 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 work place and recognize the safety hazard which would be presented if a unit employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means to protect the safety of employees in the unit. The parties to the Agreement, therefore, wish to evidence their agreement to the concept of accurate drug and alcohol testing implemented with adequate safeguards to preserve employee's privacy and prevent abuse, as per attached drug and alcohol policy and "Chain of Custody" policy.

**D. 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 objective 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, 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.

**E. Employee Assistance Program**

City shall maintain an Employee Assistance Program (EAP). 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. The City shall develop a policy guideline for EAP Programs.

**ARTICLE 18 - NO STRIKE/NO LOCKOUT**

It is agreed by the Grass Valley Career Firefighters and the City that there shall be no strikes and no lockouts, or other deliberate actions impacting the ability of the City to provide fire related services during the term of this Agreement.

**ARTICLE 19 – DISTRIBUTION OF MOU**

The City shall provide copies of this agreement to new employees covered by the agreement.

**ARTICLE 20 - EFFECT OF THIS AGREEMENT**

1. It is understood and agreed that the specific and express provisions contained in this Agreement shall prevail over employer practice and procedures and over all applicable laws to the extent permitted by law.
2. This written Agreement 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 are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein. No member rights are created other than as expressly stated in this Agreement for the term stated herein. The parties are aware of the holding in the case of *Retired Employees Association of Orange County, Inc. v. County of Orange, California Supreme Court Case No. S184059, 2011 WL5829598* (Nov. 21, 2011) and hereby state that no implied terms are intended, or may any benefit, implementation practice or past practice not expressly stated within this Agreement, any other policy, ordinance, resolution, side letter or other statement agreed to by the parties, create a right or expectation in any member of the continuation of such implementation practice or past practice.
3. In absence of specific provisions in this Agreement, City policies and procedures are discretionary.

**ARTICLE 21 – NOTICE**

Whenever provision is made in this Agreement 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 | Grass Valley Career Firefighters: |
|---|---|
| City Manager<br>City of Grass Valley<br>125 E. Main Street<br>Grass Valley, CA 95945 | Unit No. 8 Representative<br>213 Sierra College Drive<br>Grass Valley, CA 95945 |

**ARTICLE 22 - SEVERABILITY SAVINGS CLAUSE**

1. 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 Document, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Document shall not be affected thereby and shall continue in full force and effect.
2. 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 23 – TERM OF MOU**

1. Upon the approval of the City Council and ratification by the Association the terms of this Agreement shall be effective and in full force through June 30, 2018.
2. This Agreement may be extended, modified, or amended; provided, that either party notify the other within ninety (90) days prior to the expiration date of this Agreement of its desires, and both parties mutually agree in writing to and the City Council approves the extension, modification or amendment.

**RECOMMENDATION OF REPRESENTATIVES**

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

CITY OF GRASS VALLEY

Timothy M. Kiser, City Manager

GRASS VALLEY FIREFIGHTERS

Dillon Coward, Unit 8 Representative

Clayton Thomas, Local 3800 President

**APPROVAL OF AGREEMENT**

Approval and adoption of this Agreement is made this ____ day of _____ 2019 by the Grass Valley City Council.

_____
LISA SWARTHOUT, MAYOR

ATTEST:

_____
KRISTI BASHOR, CITY CLERK

APPROVED AS TO FORM:

_____
~~MICHAEL COLANTUONO~~, CITY ATTORNEY
Ryan Reed, Assistant

# APPENDIX A - SALARY SCHEDULE AND CLASSIFICATIONS

**CITY OF GRASS VALLEY - UNIT 8 APPENDIX A - 7/1/18-6/30/19**

APPENDIX A
CITY OF GRASS VALLEY SALARY SCHEDULE/UNIT DESIGNATIONS
7/1/18 - 6/30/19
UNIT #8 Firefighters

| Classification / Title | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | HOURLY: | | | | | PER PAY PERIOD: | | | | | MONTHLY: | | | | |
| Deputy Fire Marshal* | 24.13 | 25.34 | 26.61 | 27.94 | 29.34 | 2,702.56 | 2,838.08 | 2,980.32 | 3,129.28 | 3,286.08 | 5,855.55 | 6,149.17 | 6,457.36 | 6,780.11 | 7,119.84 |
| Deputy Fire Marshal | 31.97 | 33.58 | 35.26 | 37.02 | 38.86 | 2,557.60 | 2,686.40 | 2,820.80 | 2,961.60 | 3,108.80 | 5,541.47 | 5,820.53 | 6,111.73 | 6,416.80 | 6,735.73 |
| Fire Captain* | 24.13 | 25.34 | 26.61 | 27.94 | 29.34 | 2,702.56 | 2,838.08 | 2,980.32 | 3,129.28 | 3,286.08 | 5,855.55 | 6,149.17 | 6,457.36 | 6,780.11 | 7,119.84 |
| Engineer* | 19.97 | 20.97 | 22.02 | 23.12 | 24.27 | 2,236.64 | 2,348.64 | 2,466.24 | 2,589.44 | 2,718.24 | 4,846.05 | 5,088.72 | 5,343.52 | 5,610.45 | 5,889.52 |
| Fire Fighter* | 17.15 | 18.00 | 18.91 | 19.85 | 20.85 | 1,920.80 | 2,016.00 | 2,117.92 | 2,223.20 | 2,335.20 | 4,161.73 | 4,368.00 | 4,588.83 | 4,816.93 | 5,059.60 |
| Fire Inspector | 21.04 | 22.09 | 23.19 | 24.35 | 25.57 | 2,356.48 | 2,474.08 | 2,597.28 | 2,727.20 | 2,863.84 | 5,105.71 | 5,360.51 | 5,627.44 | 5,908.93 | 6,204.99 |

*Based on 2912 hours per year

**CITY OF GRASS VALLEY - UNIT 8 APPENDIX A - 7/1/19-6/30/20**

APPENDIX A
CITY OF GRASS VALLEY SALARY SCHEDULE/UNIT DESIGNATIONS
7/1/19 - 6/30/20
UNIT #8 Firefighters

| Classification / Title | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | HOURLY: | | | | | PER PAY PERIOD: | | | | | MONTHLY: | | | | |
| Deputy Fire Marshal* | 24.61 | 25.85 | 27.14 | 28.50 | 29.93 | 2,756.32 | 2,895.20 | 3,039.68 | 3,192.00 | 3,352.16 | 5,972.03 | 6,272.93 | 6,585.97 | 6,916.00 | 7,263.01 |
| Deputy Fire Marshal | 32.61 | 34.25 | 35.97 | 37.76 | 39.64 | 2,608.80 | 2,740.00 | 2,877.60 | 3,020.80 | 3,171.20 | 5,652.40 | 5,936.67 | 6,234.80 | 6,545.07 | 6,870.93 |
| Fire Captain* | 24.61 | 25.85 | 27.14 | 28.50 | 29.93 | 2,756.32 | 2,895.20 | 3,039.68 | 3,192.00 | 3,352.16 | 5,972.03 | 6,272.93 | 6,585.97 | 6,916.00 | 7,263.01 |
| Engineer* | 20.37 | 21.39 | 22.46 | 23.58 | 24.76 | 2,281.44 | 2,395.68 | 2,515.52 | 2,640.96 | 2,773.12 | 4,943.12 | 5,190.64 | 5,450.29 | 5,722.08 | 6,008.43 |
| Fire Fighter* | 17.49 | 18.36 | 19.29 | 20.25 | 21.27 | 1,958.88 | 2,056.32 | 2,160.48 | 2,268.00 | 2,382.24 | 4,244.24 | 4,455.36 | 4,681.04 | 4,914.00 | 5,161.52 |
| Fire Inspector | 21.46 | 22.53 | 23.65 | 24.84 | 26.08 | 2,403.52 | 2,523.36 | 2,648.80 | 2,782.08 | 2,920.96 | 5,207.63 | 5,467.28 | 5,739.07 | 6,027.84 | 6,328.75 |

*Based on 2912 hours per year

## APPENDIX B - PROCEDURE TO MONITOR CHAIN OF CUSTODY

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

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

A Who will coordinate the urinalysis program? This question really has two parts: What department will be responsible for the program, and who will collect the sample?

B. How will sample tampering be prevented?

C. Chain of custody samples: Starting at the time of collection, a sample's chain of custody must be documented and protected. Chain of custody is a legal term that refers to the ability to trace the sample from the time it was donated by the employee or applicant through all the steps in the process: from collection, through analysis, to reporting the result.

1. Were the specimen and the reported result correctly matched?

2. It will be further required that each time the sample changes hands or is moved from one place to another, it is signed and kept in a secure area to insure against inadvertent or intentional switching with another sample.

3. The elements of a good chain of custody procedure include the following:

   The employee should be supervised while delivering the specimen.

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

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

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

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

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

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

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

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

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

1. Refuses to submit a specimen; or

2. Alleges that he/she cannot provide a specimen.

E. Maintenance of confidentiality by facility and employer:

1. If the medical department does the testing and the results become part of the medical file, that file is protected under law.

2. Stringent confidentiality is required by all departments of the City. Unless there is justifiable reason to know the test results, the information should be confidential.