MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF GRASS VALLEY CITY COUNCIL

AND

THE GRASS VALLEY
EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #6:
POLICE OFFICER/PUBLIC SAFETY DISPATCHER/PARKING ENFORCEMENT OFFICER/RECORDS CLERK/COMMUNITY SERVICES OFFICER

FISCAL YEARS 2010 through 2012
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This Memorandum of Understanding hereinafter referred to as the "Agreement" or "MOU" is made and entered into by and between the City of Grass Valley, hereinafter referred to as the "City", and the Grass Valley Police Employees, hereinafter referred to as the "Unit" or the "Employees".

ARTICLE 1 - Recognition
The City recognizes the Employees who collectively are referred to as "Grass Valley Police Officers Association" as the sole and exclusive representatives of Police Officers, Public Safety Dispatchers, Community Service Officer, Parking Enforcement Officer, and Records Clerk.

ARTICLE 2 - Support of Agreement
During the term of this Agreement, the City agrees not to meet and confer with any other organization on matters upon which the Employees is the exclusive representative and which is within its scope of representation. Employees agree to meet and confer only with the representative(s) officially designated by the City to act on its behalf, and to utilize the meet and confer process as the means of gaining consensus as to wages, hours and conditions of employment.

During the term of this MOU and as appropriate thereafter the parties agree to use the dispute resolution machinery as provided herein or by Civil Service rules as a means of adjudicating disputes between them.

ARTICLE 3 - Association Rights
The Association shall have the following rights:

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

The Association may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Association, and shall bear the date of posting and the date of removal. A copy shall be provided to the Police Chief.

The Police Chief or his/her designee, upon request, may permit the Association to use facilities, depending upon availability of space, for meeting purposes at no charge. No request for use of the City facilities shall be unreasonably refused.

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

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

ARTICLE 4 - Procedural Prerogatives
It is understood that the City retains the procedural prerogative to initiate or to refrain from initiating actions that may affect unit members' wages, hours and conditions of employment and that such actions, once initiated by the City are subject only to the express procedural limitations that may be set forth in the MOU, Civil Service Rules, Charter or other law. Such matters include, but are not limited to, the procedural rights to contract out work not performed by active unit members, to transfer, lay off, terminate or otherwise discipline employees, to reasonably accommodate qualified disabled persons/employees, to make technological improvements, and to take necessary action to implement the terms and conditions of the MOU.

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

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

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

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

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

ARTICLE 5 - Hours of Work and Basis of Compensation
A. Pay Periods
The "pay period" shall be fourteen (14) calendar days from Sunday (starting at midnight Saturday) to midnight of the second Saturday thereafter, and refers to the period for computing compensation due for all working hours during that period. Actual payment of payroll shall be made the ensuing Friday at noon following the end of the pay period.

B. **Work Periods**

For the term of this MOU the parties agree to reduce the hours for patrol from 84 hours to 80 hours as provided for in the side letter of agreement dated 4-22-08.

The normal work period shall be eighty-four (84) hours within each work period for each full-time employee assigned to a 12 hour shift schedule and eighty (80) hours within each work period for each full-time employee assigned to an eight (8) or ten (10) hour shift schedule, and shall coincide with the established two (2) week period (consisting of 14 days or two weeks) from Saturday midnight to the second Saturday midnight. The City shall have the right to implement schedules containing shifts of greater than (8) hours following proper notice and the opportunity to meet and confer.

Public Safety Dispatchers normal work period shall be eighty (80) hours within each work period for each full-time employee assigned to a ten (10) hour work shift.

Police Officers, Public Safety Dispatchers, Community Service Officer, and Parking Enforcement Officer will be paid during their lunch period.

C. **Calculation of Compensation**

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

D. **Work Shift**

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

**ARTICLE 6 - Overtime; Callback; Standby; Court Time; Specialty Pay**

A. **Overtime**

(1) Policy:

It is the policy that overtime work be discouraged; that the Police Chief arrange the work of his or her department so that full-time employees shall normally work not more than eighty/eighty-four (80/84) hours in any pay period. Overtime work shall be held to a minimum consistent with the efficient performance of necessary functions. For the term of this MOU the normal work schedule is restricted to 80 hours as provided for in the side letter of agreement dated 4-22-08.
(2) Defined:
An employee authorized to work over their work shift or their duty assignment or over eighty-eighty-four (80/84) hours in a pay period will receive overtime. All hours compensated will be included for overtime purposes. **For the term of this MOU overtime is based on 80 hours as provided for in the side letter of agreement dated 4-22-08.**

All work authorized as overtime shall be calculated at the overtime rate, which is one and one-half (1-1/2) times the regular hourly rate of pay.

(3) Authorization for Overtime Work:
Overtime work not specifically authorized shall be performed only upon express authorization of the Police Chief or subordinate empowered by him/her to authorize the same.

(4) Reporting Overtime:
Total hours of recorded authorized overtime for each pay period for each employee shall be reported on an attendance report and shall be signed by each Police Chief or his or her 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 step advances.

(6) Compensation for Overtime:
Employees shall have the option of either taking authorized overtime as pay or accrued as compensatory time. Compensatory time may be accrued up to one hundred twenty (120) hours. An employee in a Special Duty Assignment will receive Special Duty Differential pay in addition to payment for compensatory time. The balance of any accumulated Compensatory Time shall be paid upon termination of employment.

B. **Callback Time**
Callback time shall be that time an employee is called back to work by the Police Chief before or after a normal work day; when an employee is required to work on a normal work day off by the Police Chief in the event of an emergency; or when an employee is required to work on any holiday recognized by the City Council. The time actually worked or a minimum of two (2) hours at one and one-half (1-1/2) times the regular hourly rate of pay shall be accrued as compensatory time, or taken as pay subject to the same rules for compensation for overtime provided above.

C. **Standby Time**
Standby time shall be that time an employee is designated by the Police Chief to be available on immediate call on normal days or hours off, or that time an employee is designated by the Police Chief to be available on immediate call on holidays. If not called, the employee shall be compensated with two (2) hours overtime which may be taken as pay or compensatory time off subject to the same rules for compensation for overtime provided above.
In the absence of a Police Detective on-duty, the Police Chief may designate a Police Detective to a standby status to be available and ready to provide satisfactory investigatory response. A maximum of ten (10) hours per week of standby time (paid at the regular base hourly rate) may be authorized for Police Detectives during any given week. In such an event, the ten (10) hours will be divided pro-rata amongst the assigned Police Detectives based on the amount of coverage during the week that each provided. The Police Chief may specify conditions for employees on standby.

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

E. Specialty Pay
Specialty pay assignments will be made in accordance with Departmental Policies and Procedures, unless otherwise specified below.

Sworn Specialty Pay
(1) Bilingual Pay – 5%
(2) Officer-In-Charge Pay – 5%
(3) Special Incident Team (SIT) – 5%
(4) Field Training Officer (FTO) – 5%
(5) Traffic Officer – 5%
(6) School Resource Officer (SRO) – 5%
(7) Detective – 5%

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

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

Field Training Officer compensation will be paid for all hours served in that assignment.

Non-Sworn Specialty Pay
(1) Bilingual Pay – 5%
(2) Public Safety Dispatcher Training Officer – 5%
(3) Acting Dispatch and Records Supervisor – 5%
Bilingual pay will be for languages designated by the Chief of Police and demonstrated proficiency. Number of personnel approved for bilingual pay will be limited to meet needs of the City.

Public Safety Dispatch Training Officer compensation will be paid for all hours served in that assignment.

**ARTICLE 7 - Leave**

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

**B. Sick Leave**
Employees shall be entitled to accrue 3.69 hours of sick leave per pay period. The rate of sick leave accrual for employees hired after July 1, 1994 shall be 2.77 hours per pay period for the first four (4) years of service and 3.69 hours per pay period thereafter. If any employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.

Sick leave accrual, if available, will be used for the following circumstances:
- The absence from duty of an employee because of his/her illness, pregnancy or related complications, quarantine due to contagious diseases.
- The absence from duty of an employee due to his/her serious illness or the serious illness of the employee’s spouse, child, step-child, parent or step-parent for circumstances defined by the Federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).
- Medical appointment of an employee.
- The absence from duty of an employee due to the medical appointment or illness of his/her spouse, domestic partner, child or parent to the extent provided by California Law (specifically AB 109, known as the “Kin Care” legislation effective in 2002, and SB 1471 as enacted in 2003).
- The City of Grass Valley may allow the use of sick leave due to the illness/medical appointment of other relatives of the employee, if such relative is living in the same household as the employee.

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

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

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

Commencing with sick leave accrued in the 1993-94 fiscal year, an employee with at least three (3) years of service with the Police Department, and who has not been absent from work more than 40 hours during the previous fiscal year, may elect to have the City buy-back up forty (40) hours of sick leave (at straight time rate) for payment in early December of each year. An employee who so elects this option should provide reasonable advanced (a minimum of 14 days) written notice to the Payroll Department of the City.

C. Bereavement Leave
Employees shall be granted leave of absence with pay, not to exceed 60 hours per fiscal year, non cumulative, for purposes of attending funeral services, making related arrangements for the family or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, brother or sister of the employee, or any relative living in the immediate household of the employee. Approved leaves in excess of the five 60 hours as specified above (or in case of additional deaths) shall be charged to sick leave.

D. Vacation Leave
Following completion of six (6) months of continuous service, for each completed calendar month of service an employee shall receive credit for vacation pay in accordance with the following schedule:

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

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

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

Vacations will be scheduled in December and June of each year for the six-month period following the sign-up period. 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 Police Chief, may upon request of the employee, request the City Administrator to consider the reason(s) for exceeding the cap and may approve a 90 day extension of time, in which vacation time will be scheduled that will bring the employee’s accrued time below the 320 hour limit. One additional extension may be granted. If staffing levels require vacations to be denied additional time or banking of time will be granted based on a request of the Chief to the City Administrator.

E. Holidays

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

(1) Non Sworn Employees:

Holidays will be observed on the actual day of the week the Holiday falls on. Holiday time is time in addition to the normal work period. Any employee authorized to work a holiday shall be compensated at the rate of one and one-half (1-1/2) times his/her regular salary. If the holiday falls on the employee's scheduled day off, the same amount of hours (at straight time) shall be accrued as compensatory time or paid as holiday pay as provided in Article 6(A)6. If an employee is authorized to not work a holiday by the Police Chief or his/her designated subordinate, such employee, if called back to work, shall be paid at one and one-half (1-1/2) times and receive compensatory time off in the same number of hours he or she actually worked.

Recognized holidays shall include:

- New Years' Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Day

(1) Non-Sworn Employees

All non-sworn employees will have twenty-four (24) floating holiday hours per fiscal year, non-accruable, which may be taken on a day of the employee's choice with the prior approval of the Police Chief with due consideration for the work schedule of the department.
Only regular and probationary employees in a current and paid status shall be eligible for holiday compensatory time. Any new employee whose first working day is the day after a paid holiday shall not be credited for that holiday. An employee terminating employment for any reason whose last work day as a paid employee is the date before a holiday shall not be credited for that holiday. An employee who is on a leave of absence or sick leave for either the regularly scheduled work day before or after the holiday shall not be credited for the holiday, unless a certificate is issued by a regular, licensed, and practicing physician is submitted to the Police Chief or the employee is on an extended medical leave.

(2) Sworn Employees:
Sworn employees will accrue a maximum of 162 holiday hours each calendar year at an accrual rate of 6.23 hours per pay period. Employees may schedule holiday time off in accordance with Department procedures. Hours accrued but not used by the end of the last full pay period in November each year will be cashed out at the employee’s base hourly rate plus incentives and paid to the employee in the following pay period. Sworn employees may elect to retain up to 48 hours in the holiday hours bank to be carried over into the next calendar year.

A payout of hours accrued but not used by the end of the last full pay period in May of each year may be requested by the employee before May 15 with payment to be made with second pay date in June.

F. Family and Medical Care Leave
Regular full time employees, with more than one (1) year of continuous service, or have worked more than 1250 hours during the previous 12-months, may request an unpaid Family and Medical Care Leave of absence of up to 12-weeks in any one continuous 12-month period. This leave may be taken for the birth or adoption of a child, to care for a child, spouse or parent who has a serious health condition or for the employee’s own health condition that makes the employee unable to perform the essential functions of their job. If this leave is granted, upon the employee’s return, the employee will be reinstated to the same or a comparable position as the position held before the leave unless such a position no longer exists. Available accruals must be used for such leaves. For leaves related to an employee’s own serious health condition, or that of an eligible family member, sick leave will be utilized first, followed by other accruals (i.e., holiday, CTO, vacation). If all available accrual is depleted, an employee may continue on an unpaid leave until the 12-week maximum leave is taken. If an employee desires to take an FMLA leave not associated with the serious health condition of him/herself, or an eligible family member, sick leave hours accrued may not be used (i.e., adoption of a child, birth of a child).

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

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

The City will require the certification from the health care provider who is attending to the serious health care condition of the employee, employee’s child, spouse or parent before allowing the employee to take a leave to take care of that family member. If there is a question concerning this certification, the City reserves the right to require additional certification(s) at City expense.

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

If the employee is pregnant, the employee has the right to take a maternity leave and some amount of Medical Care Leave. The employee should check with their Department Head to determine eligibility under such circumstances. The cost of the employee’s health care coverage while on a Family and Medical Care Leave less any portion of the premium the employee is required to pay will be paid for by the City for up to twelve (12) weeks. If the employee does not return from leave, the employee will be responsible for reimbursing the City for the insurance premiums paid on the employee’s behalf.

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

**ARTICLE 8 – Retirement Benefits**

A **Retirement Benefits – Public Safety**

(1) Employees designated as “local public safety members” by the City are provided retirement benefits under the Public Employee's Retirement System (PERS) Local Safety 3% at age 50 formula.

(2) Employees hired after June 30, 2011 and designated as “local public safety members” by the City are provided retirement benefits under the Public Employee's Retirement System (PERS) Local Safety 3% at age 55 formula.

(3) The City will continue to pay the employee portion and the employer portion of the PERS retirement contributions.

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

B **Retirement Benefits - Miscellaneous**

(1) Employees designated under “Miscellaneous Members” by the City are provided retirement benefits under the Public Employees Retirement System (PERS) Miscellaneous 2.5% at age 55 retirement formula for all PERS designated miscellaneous classifications.

(2) The City will continue to pick up 7% of the employee’s PERS contribution and the employee will pay 1% of the 8% total required PERS employee contribution.
(3) Employees designated under “Miscellaneous Members” by the City are eligible to participate in the Employer Paid Member Contribution Program (EPMC). Employees hired after July 1, 2010 will be eligible to participate after 5 years of continuous service with the City of Grass Valley.

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

C. Supplemental Retirement Benefits
The City shall pay a supplemental retirement benefit to each eligible employee covered under the terms of this MOU who attains normal retirement age. 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 (50 for public safety employees and 55 for miscellaneous employees). The term "eligible employee" is limited to those employees who leave City employment for the sole reason of retiring under a PERS regular service retirement and must have at least five (5) years of service with the City, no minimum years of service is required for disability retirement, or industrial disability retirement provision.

The benefits provided under the terms of this Section shall be a one-time lump sum payment, calculated on the basis of fifty percent (50%) of the straight time value of the retiring employee's accumulated but unused sick leave, up to 400 hours on the date that the employee retires from City employment. The reference to sick leave days in this Section is for purposes of calculating the benefit provided under this Section only, and shall not operate to "vest" sick leave hours, or otherwise create any entitlement to pay for those sick leave hours for an employee who terminates employment prior to attaining normal retirement age as defined in this sub-part. The straight-time value of the retiring employee's sick leave hours shall be computed solely and exclusively on the basis of the non-overtime normal wage rate paid to the employee, and no overtime premiums, or any other type of premium pay or pay for working out-of-class or employee benefits or other forms of non-straight time wage compensation shall be used for purposes of calculating the benefits due under this Section.

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

Consistent with the sick leave provisions of this MOU, any employee whose employment with the City terminates for any reason, as opposed to being reinstated, prior to attaining normal retirement age, forfeits all accumulated but unused sick leave hours, and shall not become entitled or eligible to receive any benefits under the terms of this Section even if the employee is subsequently re-employed by the City. Notwithstanding the limitations contained in the previous sentences, the City shall pay a supplemental retirement benefit consisting of all unused sick leave to the estate of any employee covered by this MOU who is killed in the line of duty. Any rehired or reinstated employee shall begin to accrue sick leave hours as if they had never worked for the City previously. The benefit provided in this Section shall not arise or vest until such time as the individual employee applying for the benefit becomes eligible for the benefit as provided in this Section and provides
written notice to the City Administrator 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.

In addition to the lump sum payment provided for in this Section, the City shall offer alternative programs designed to maximize the after-tax values of this benefit to employees. Provided that the City does not have to hold or manage funds on behalf of the employee. Any such programs must be permissible by law.

D. **Retiree Health Insurance Benefit**

(1) Any employee retiring after July 1, 2003 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) Two Hundred Dollars ($200.00) per month, not including the statutory administrative fee for PERS coverage.

(2) Any employee retiring after July 1, 2006 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) Two Hundred-Fifty Dollars ($250.00) per month, not including the statutory administrative fee for PERS coverage.

(3) Any employee retiring after July 1, 2010 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) Three Hundred-Dollars ($300.00) per month, not including the statutory administrative fee for PERS coverage.

(4) For retirees participating in the health insurance plan the City will pay the statutory administrative fee for PERS coverage.

(5) Eligibility and Term. To receive this benefit a retiree must provide annual evidence of health insurance coverage to the Human Resources Department. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer or receiving coverage through Medicare or upon being eligible for Medicare. If a retiree covered under another employer’s group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

**ARTICLE 9 - Salary Schedule**

A. **Salary Schedule**

The salary for employees shall be as set forth on the attached schedules (Appendix A). Salaries shall be as set forth in the Unit’s salary schedule, attached hereto as Appendix A to this MOU.

B. **Educational Incentive**

(1) Sworn personnel shall receive a 2.5% incentive for a POST Intermediate Certificate; and/or a 2.5% incentive for a POST Advanced Certificate. The maximum POST incentive shall be 5%. This
incentive shall not be paid to employees in classifications that require such certifications as a minimum requirement for the position occupied.

(2) The City shall offer an academic educational incentive program with a maximum cumulative ceiling of seven and one-half percent (7-1/2%) of base salary. Only certificates and degrees granted by accredited institutions, which are above their minimum education requirement of the employee’s position which enhance the employee’s abilities and contributions, will be considered. College units obtained to qualify for an incentive cannot be compounded to qualify for an additional incentive. For example, units used to obtain an AA/S and then utilized to obtain a BA/S cannot yield incentives for both degrees.

The eligible degrees:

<table>
<thead>
<tr>
<th>Degree</th>
<th>% of Base Salary</th>
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<tbody>
<tr>
<td>Associate of Arts or Science</td>
<td>2.5%</td>
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<tr>
<td>Bachelor of Arts or</td>
<td>5.0%</td>
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<tr>
<td>Bachelor of Science</td>
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</tr>
<tr>
<td>Master of Arts or</td>
<td>2.5%</td>
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<tr>
<td>Master of Science</td>
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C. **Economic Incentive for Fiscal Year 2011-12**

The association and City will meet and confer regarding the City’s net revenue projections for FY 2011-12 for Property Tax (secured and unsecured) and net General Sales Tax and In-lieu Sales Tax projections. If revenues are projected to increase by 5% or more, the City will provide a one time stipend of $1,000 for each association employee. Employees with less than 6 months of time with the City will receive $500. Payment will be made as part of the first full pay period of FY 2011-12. The initial meeting and review of information will occur by May 15, 2011.

D. **Shift Differential**

An employee, whose shift is predominantly worked between the hours of 6:00 p.m. and 6:00 a.m. of the next shift, shall be paid an additional night shift differential of five percent (5%) of their hourly base wage, per shift worked.

E. **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 (5) steps.

(2) All appointments from an eligibility list will enter the probationary periods at the base salary of the range applicable to the job. The Police Chief may recommend elevation above the entry level step to compensate for education and experience.

(3) All employees shall be eligible for a merit step increase to the next step in pay range every twelve (12) months until the end of his/her pay range, if the City Administrator finds the Police Chief has determined that such employee's job performance satisfies the departmental standards.
relating to such employee. Employees denied a merit increase will be eligible for reconsideration no later than three (3) months following their initial review date.

(4) An employee promoted from a promotional eligibility list will receive a pay increase which provides a minimum increase of 5% in that employee's salary, as recommended by the Police Chief to the City Administrator. Pay will not exceed the maximum in a pay range.

(5) Upon reduction in force, permanent employees appointed to jobs with a lower pay range shall be given the next step in the range lower than the range from which he/she was reduced.

(6) Employees transferred from one department to another will be placed in the pay range at the closest step so that the employee’s pay is not reduced.

(7) Allocation to a class with Lower Salary Range: If the salary range of the new class to which an employee's position is allocated has a maximum step lower than that of his/her current class, but not lower than his/her actual salary, he/she should continue to receive his/her present salary until his/her next anniversary date, which remains unchanged, at which time he/she would be eligible to move to the next higher step in the proposed range.

F. **Comparable Agency Determination**

The parties agree to meet and confer during the term of this MOU to define comparable agencies for future compensation comparisons. The Association may conduct a compensation survey of selected agencies. Such survey will be shared with the City.

**ARTICLE 10 - Health and Welfare**

A. **Insurance Benefits:**

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

(1) The City will pay 93% of the value of the lowest offered premium by CalPERS Blue Shield HMO, offered in Nevada County, for the employee, employee plus 1 or the employee plus family for health insurance towards the health plan selected by the employee as offered under the PERS health care system and 93% for selected vision and dental insurance premiums. (Lowest cost HMO at time of MOU approval is Blue Shield Net Value HMO).

(2) Employees electing to waive medical insurance coverage will receive a payment of $250 per month (a rebate) if evidence of similar or better coverage from another source is provided. Employee may use this rebate to pay for elected dental and vision coverage.

(3) The City shall supply and administer group health and welfare benefits on behalf of each eligible unit member. Said benefits shall include, but not be limited to health, dental, vision, and life.

(4) The City shall provide term life insurance coverage in the amount of $50,000.00 for each employee, $5,000.00 for the employee's spouse, and $1,500.00 for other eligible dependents.
B. **State Disability Insurance**
Unit 6 members elected coverage under SDI. As implemented, SDI coverage is provided on a unit-wide basis, and solely at the employee’s expense. It is understood and agreed that any such program will be on an integrated basis (with sick leave or other accruals, as appropriate) and funded by the employee payroll deductions. There will be no integration with personally purchased disability plans.

C. **Gym Membership**
(1) Gym membership will be provided to non-sworn employees at no cost to non-sworn members. If not work related, this benefit will be treated as a taxable benefit.

(2) Gym membership will be provided to sworn employees at no cost to sworn members. Members are required to meet physical standards as a condition of emplacement.

**ARTICLE 11 - Scheduling of Shifts**
The Police Chief or his/her designated subordinate representative or under the direction of the City Council may change or alter the shifts so that the highest level of protection to life and property may be maintained. To the extent possible employees will be provided a two week notice of changes to their daily shift hours.

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

The decision of the Police Chief or his/her designated subordinate representative or under the direction of the City Council shall be final and not subject to the grievance procedure. All shifts shall be scheduled three (3) months in advance.

**ARTICLE 12 - Uniforms**
A. **Sworn Employees**
(1). Sworn employees shall receive a uniform reimbursement not to exceed Eight Hundred Seventy Five Dollars ($875.00) per fiscal year effective July 1, 2010..

Employees designated as Detectives and Motor Officers will receive an additional uniform reimbursement of five Hundred Dollars ($500.00) per fiscal year effective July 1, 2010. Uniform reimbursement may be used for uniform or related items. With prior approval of the Chief, equipment routinely used by sworn officers in the course of their duties may be purchased.

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

B. **Non-Sworn Employees**
(1) Non-sworn employees shall receive a uniform reimbursement not to exceed Four Hundred Fifty Dollars ($450.00) per fiscal year effective July 1, 2010. CSO’s assigned evidence management
(2) Uniforms for non-sworn employees that are contaminated by a dangerous or hazardous material will be laundered by the City.

ARTICLE 13 – Residential Mileage Restriction
Sworn employees shall live no further than 30 air miles from the City limits. The Chief of Police shall have the discretion to permit sworn employees to live further than 30 air miles from the City limits when, in the Chief of Police’s opinion, the officer will be capable of responding in an emergency in a reasonable period of time.

ARTICLE 14 – Detective Vehicle
Detectives may be assigned a take home vehicle. The assignment of the vehicle is to increase response times, to allow for direct response to crime scenes, and to respond as may be necessary for call back or if placed on stand by. The use of the vehicle is to be kept within a 30 minute response time to the City. The vehicle is the property of the City and it to be treated and used accordingly. The vehicle may be redirected to other needs of the department at the direction of the Chief. If the detective is not available for a period of time, the vehicle will be left at the Police Department for other uses (i.e. on vacation, extended leave, sick leave).

ARTICLE 15 - Reduction in Force and Re-employment
A. Layoff/Furlough Provisions:
(1) In lieu of layoff, the City may pursue consideration of a furlough or reduction of hours on a department basis as follows:
   (a) City Council makes a finding that for reason lack of work, lack of funds, or for reorganization that a reduction in services is needed.
   (b) City identifies the need for a reduction by part or whole position equivalency within a department.
   (c) Department Head consults with employees to explore alternatives.
   1. Voluntary furloughs/hours reduction sought first
   2. Involuntary furloughs or reductions in hours may be imposed on a uniform basis by class within department, not to exceed 80 hours per year. Should the City desire to utilize more than eighty (80) hours involuntary furlough days in a year, The Grass Valley Police Employees will be consulted and shall have the option of agreeing to permit the City to utilize up to an additional 40 hours of involuntary leave for a total of 120 hours or refusing such request. If such request is refused, the City shall have the option of reducing the force through layoffs.
   3. In lieu of taking actual furlough time employees may elect to pay a higher portion of city provided benefits (i.e. health insurance) in an amount equal to the total savings that that would have been realized by the furlough time. Equivalent paid time may be taken off. Savings must be achieved within the same time period (fiscal year) as the assignment of furloughs.
   4. Benefit accruals shall not be reduced for employees. Insurance shall still be paid by the extent agreed to by the City. Leave accruals will continue at the full time rates. Retirement contribution accounts and related benefits shall be maintained as if no
reduction in force had occurred.

B. Treatment of the Employees Laid Off

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

(a) Employees to be laid off shall be given a leave of absence for a period of 24 months without pay until the position is re-established whereupon such employee shall be given ten (10) days notice to accept re-employment.

(b) The names of each employee laid off shall be entered on the "re-employment list" established by the Personnel Commission and notification as provided in the Commission Rules shall be required. Within ten (10) days of reinstatement, a certificate by a qualified physician or surgeon selected by the Commission, may be required certifying as to his/her physical fitness to perform the service involved.

(c) Accrual rates for reinstated employees will incorporate service time prior to lay off.

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

(a) The employee displaced shall be considered laid off for the same reason as the person who displaces him/her and shall likewise be restored as provided herein, in a class in which an unfilled position exists, or,

(b) There is then employed a person with less total length of service since original appointment. The person with the least length of service shall be displaced by the employee laid off from the higher class.

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

(4) In accordance with Article 9, Section 8 of the City Charter, whenever a position in any class is to be filled, unless filled by a reduction of rank as provided above, it shall be filled in the following order:

(a) From the re-employment list for that class;

(b) From the promotional register of eligibles for that class;

(c) From the appropriate competitive register of eligible.

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

C. Seniority

(1) Seniority ratings in any department shall be based on the time of service in the City of Grass Valley Civil Service, including periods of authorized leave of absence or period of illness.
(2) Credit allowable by the Personnel Commission for length of service shall be calculated on the basis of the year of continuous employment including leaves of absence and dating from the first day of such continuous employment in any department or departments of the City of Grass Valley.

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

**ARTICLE 16 - Disciplinary Action (See Civil Service Rules)**

Every employee shall retain his/her office or 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.

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.

No person who has served a probationary period in a permanent office or employment shall be removed there from or penalized therein except on written charges by the Council, department heads, or qualified elector of the City. Such written charges shall be specific as to time, place, and own defense, personally or by counsel. Charges must be preferred within ninety (90) calendar days after discovery of the alleged offense.

Pending such a hearing, the appointing authority may place the employee on an administrative leave for not more than thirty (30) calendar days unless the hearing is delayed beyond that time by act of the employee.

A copy of the charges and written notice of time and place of hearing shall be given the employee personally or shall be mailed to him/her by registered/certified mail at his/her last known address by the Personnel Commission not less than ten (10) working days before the hearing. If he/she fails to appear, thereat, without showing good cause for such failure to appear, he/she may be dismissed without further proceeding. If he/she appears at the time and place set, the Personnel Commission shall publicly hear and determine the charges, and may exonerate, reprimand, fine, suspend, demote or dismiss the employee, and its order, except for bad faith or lack of evidence, shall be final.

The Personnel Commission shall hear and act on every signed written complaint specific as to time, place, and circumstances filed against an employee.

The Personnel Commission shall have the power to prefer charges of its own motion. Any penalty herein provided for may be imposed for incompetence, habitual intemperance, being intoxicated while on duty, immoral conduct, insubordination, repeated discourteous treatment of the public, dishonesty, conviction of a felony, inattention to duties, engaging in prohibited political activity, or other grounds of penalty or forfeiture specified by the Constitution, City Charter or applicable State Statutes.

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

**ARTICLE 17 - GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

**Step 1:**
If a mutually satisfactory solution of the grievance was not resolved informally, the employee may file a written grievance with his/her department head (or designated representative) within five (5) working days/shifts after the last meeting between the employee and supervisor. Within ten (10) working days/shifts after the formal grievance is received, the Department Head shall investigate the facts and issues at the earliest date consistent with the nature of the grievance and the normal conduct of the department's business. Within five (5) working days/shifts after concluding the investigation, the Department Head shall render a decision in writing to the employee and Human Resources Office.

Unless a decision of the Department Head is appealed by the employee to Step 2 in the time limits
provided, the grievance shall be deemed resolved, final and binding.

Step 2:
If the employee finds that the grievance has not been resolved in Step 1, he/she may, within five (5) working days/shifts after the Department Head's decision is rendered, request in writing that the City Administrator consider the grievance and decision as rendered by the Department Head. Within ten (10) working days/shifts after the grievance is received, the City Administrator (or designated representative) shall review the facts, issues and make such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days/shifts after concluding the review, the City Administrator shall render a decision in writing to the employee, Department Head, and Human Resources Office.

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

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

Step 4:
If the employee finds that the grievance has not been resolved in Step 3, he/she may, within five (5) working days/shifts after the Personnel Commission decision is rendered, request in writing to the Mayor, on behalf of the City Council, that he/she considers the grievance and decision rendered by the Personnel Commission. Within fifteen (15) working days/shifts after the grievance is received, the Mayor (or his/her designated representative(s)) shall commence conducting the review. The Mayor shall determine the best means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days/shifts after concluding the review, the Mayor shall render a decision in writing to the employee, City Administrator, Personnel Commission, Department Head and Human Resources Office.

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

D. **General Conditions:**
Review and determination of a grievance is applicable to certain interpretations and applications as set forth under Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the meet and confer process.
Performance Appraisals and merit step determinations are not grievable matters, except as provided herein. Performance appraisals and merit increase concerns should be brought forward to the Human Resources Office, with a final determination to be made by the City Administrator. If an employee does not receive a due evaluation within a month after the due date, the employee may file a grievance.

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

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

In the event that more than one (1) employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The employee shall be present at any meetings which may be held, unless he/she specifically waives that right in writing.

Any time limit of these procedures may be extended by mutual consent of the parties.

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

**ARTICLE 18 - Safety**

**A. Safety Equipment**
The City may make such protective clothing or other protective devices available to employees’ as the Police Chief deems appropriate under the circumstances. Any employee issued such protective clothing or other protective device is responsible for the proper care of these items, and shall be required to pay the replacement cost in the event of damage or destruction to these items resulting from the police officer's negligence or carelessness.

**B. Employee Alertness**
(1) The most effective safety equipment an employee possesses is an alert mind. Conversely, an employee whose judgment, reactions and analytical processes are impaired or influenced by alcohol or drugs poses a risk to himself/herself, his/her fellow officers and employees, and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees covered by this MOU are alert and are not under the influence of alcohol, controlled substances, drugs, or other conditions which would tend to affect or impair judgment, reactions or thought processes.

(2) The parties recognize the problems associated with alcohol and drug abuse in the work place and recognize the safety hazard which would be presented if an employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means to protect the
safety of employees. The parties to the MOU, 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 (Exhibit B).

C. **Drug, Alcohol and Substance Abuse Policy**

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

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

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

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

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

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

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

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

D. **Employee Assistance Program**

City shall maintain an Employee Assistance Program (EAP) for employees and family members. Such program shall endeavor to provide counseling services for personal and family member problems related to marital/family, relationship problems, alcohol or drug abuse, stress related problems, depression, and other types of psychological problems, for employees in need of such referral and intervention. The City shall develop a policy guideline for EAP Programs.

E. **Coverage**

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

**ARTICLE 19 - No Strike/No Lockout**

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

**ARTICLE 20 - Affirmative Action**

The City and the Association agree that an effective affirmative action program is beneficial to the City as well as the community. The parties agree and understand that the responsibility for an affirmative action plan rests with the employer. The employer agrees to comply with the applicable federal and state laws.

**ARTICLE 21 - Distribution**

The City shall cause to be printed copies of this MOU as soon as practical after settlement is reached for distribution to all employees and shall provide copies, as may be necessary, to new employees.

**ARTICLE 22 - Effect of this MOU**

It is understood and agreed that the specific and express provisions contained in this MOU shall prevail over employer practice and procedures and over all applicable laws to the extent permitted by law. This written MOU sets forth the full and complete agreement between the parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There is no valid or binding representation, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein.

A. **Completion of Negotiations**

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

**ARTICLE 23 – Notice**

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

**Employer**

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

**Association:**

Unit No. 6 Representative  
129 S. Auburn Street  
Grass Valley, CA 95945
ARTICLE 24 – Severability Savings Clause
If, during the life of this MOU, any law or any order issued by a court or other tribunal of competent jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this MOU, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this MOU shall not be affected thereby and shall continue in full force and effect.

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

ARTICLE 25 – Maintenance of Negotiable Benefits
It is understood and agreed by the parties that there exist within the City certain negotiable past practices, policies, or procedures which pertain to wages, hours, and conditions of employment. Such matters shall not be modified or rescinded during the term of this Memorandum of Understanding except by the giving of notice to the Association and providing the opportunity to meet and confer on the matter.

ARTICLE 26 – Term of MOU
Upon the approval of the City Council and ratification of the Association the terms of this MOU shall be effective June 27, 2010 and shall continue in full force and effect through June 30, 2012.

This MOU may be extended, modified, or amended; provided, that either party notify the other within forty-five (45) calendar days prior to the expiration date of this Agreement of its desires and both parties mutually agree in writing to such, and the City Council approves the extension, modification or amendment.

It is understood and agreed between the parties that all prior MOU’s, Agreements, and/or Resolutions between them are hereby terminated and canceled, and that this MOU supersedes and replaces all such prior MOU’s, Agreements or Resolutions.

ARTICLE 27 – Part Time Employees
Permanent part-time employees working 20 hours or more per week or 1,000 or more per fiscal year shall be covered under this MOU, hours will not be effected by leaves or furloughs. This section does not apply to non-permanent, temporary or seasonal employees. Employee benefits, accruals, and furloughs will be prorated.
RECOMMENDATION OF REPRESENTATIVES
The City and representatives of the Association held meetings and discussed the above, and representatives of the Association have caused this MOU to be signed and the representative of the City has caused this MOU to be signed to signify their mutual recommendation for approval by the City Council as follows:

CITY OF GRASS VALLEY

Michael Lewis, HR Manager
Daniel C. Holler, City Administrator
Debby Sultan, Ast. Finance Director

GRASS VALLEY POLICE OFFICERS ASSOCIATION

Kim Gillingham, Labor Rep
Alex Gammelgard, POA President
Colin Nelson, POA Vice President
Lauren Eason, POA Secretary
APPROVAL OF AGREEMENT
Approval and adoption of this Memorandum of Understanding is made this 22nd day of June 2010, effective June 27, 2010, by the Grass Valley City Council.

_______________________________
LISA SWARTHOUT, MAYOR

ATTEST:

______________________________
KRISTI BASHOR, CITY CLERK

APPROVED AS TO FORM:

______________________________
RUTHANN G. ZEIGLER, CITY ATTORNEY
APPENDIX B - PROCEDURE TO MONITOR CHAIN OF CUSTODY

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

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

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

B. How will sample tampering be prevented?

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

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

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

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

(a) The employee should be supervised while delivering the specimen.

(b) 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).

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

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

(e) 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.

(f) Testing performed at the workplace should be done in a secure location to avoid the possibility of a passerby exchanging samples.
(g) 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 service, are acceptable means for transporting specimens.

(h) 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.