MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GRASS VALLEY 
CITY COUNCIL AND THE GRASS VALLEY POLICE MANAGEMENT EMPLOYEES 
FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE 
CITY'S UNIT #7 - POLICE MANAGEMENT FOR FISCAL YEARS 2006 through 2009.

ARTICLE 1 - INTRODUCTION

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

ARTICLE 2 - RECOGNITION

The city recognizes the employees who collectively are referred to as "Police Management 
Employees" are the sole and exclusive representatives of the Police Management Unit.

ARTICLE 3 - SUPPORT OF AGREEMENT

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

B. 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 4 - HOURS OF WORK AND BASIS OF COMPENSATION

A. Hours of Employment:

The hours of employment and legal holidays to be observed shall be with regard to convenience 
of the public. Exempt employees in this Unit are expected to work whatever number of hours is 
necessary within or beyond normal work days, periods, or weeks without additional 
compensation to accomplish their duties and responsibilities.

B. Pay Periods:

The "pay period" shall be fourteen (14) calendar days from Sunday (starting at midnight 
Saturday) to midnight of the second Saturday thereafter, and refers to the period for computing 
compensation due for all normal working days during that period. Actual payment of payroll 
shall be made the ensuing Friday at noon following the end of the pay period.
C. **Work Periods:**

1. 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 at 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.

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

D. **Work Day:**

The normal work day generally means a day in which an employee regularly works eight (8) hours.

E. **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. The amount of salary for each pay period shall be calculated by multiplying the monthly rate by twelve (12) and dividing the product by twenty-six (26). The hourly rate shall be calculated by multiplying the monthly rate by twelve (12) and dividing the product by 2,080 hours (rounded to four places).

**ARTICLE 5 – SALARY SCHEDULE / COMPENSATION**

A. Salaries for employees shall be as set forth on the attached schedules (Appendix A). Appendix A depicts the salary ranges for specific intervals of time during the contract period and also indicates rates of pay increases consistent with the terms of this MOU.

B. Despite Section E in the foregoing articles, Exempt employees are paid on a fixed salary and are not compensated on an hourly basis. As needed, they may be required to report their hours for purposes of charging appropriate budgets, grants, etc., for project or program time, or for assessing staffing patterns.

C. **General Wage Increases:**

Effective July 2, 2006 Unit 7 employees’ pay shall be increased by 3% as a general wage adjustment. Effective July 1, 2007, Unit 7 employees’ pay shall be increased by 4% as a general wage increase. Effective June 29, 2008, Unit 7 employees’ pay shall be increased by 2% as a
general wage increase. Effective December 28, 2008 employees’ pay in Unit 7 shall be increased by 2% as a general wage increase.

D. **Pay Equity Adjustments:**

Effective July 2, 2006, Unit 7 employees shall be granted a pay equity adjustment of 6% to be added to the base pay before the 3% general wage increase is added.

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 steps.

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

3. All employees shall be eligible for a merit step increase to the next step in pay range every twelve months until the end of his or her pay range, if recommended by the Chief of Police and approved by the City Administrator that such employee's job performance satisfies the City and department standards relating to such employees.

4. Upon approval of the City Administrator an 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 2.5% administrative raise may be given above the five step range schedule.

5. An employee promoted from an eligibility list may be raised in range to an equitable increase in that employee's salary, as recommended by the Chief of Police and approved by the City Administrator.

F. **Specialty Pay:**

1. Specialty pay assignments will be made in accordance with Departmental Policies and Procedures and receive compensation in addition to base pay as follows:

   Special Incident Team (SIT) 5%
   Sergeant Field Training Officer (FTO) 5%
   Range Master/Weapons Officer 2.5%
   Detective Sergeant 5%

2. Additionally, employees certified as Bilingual will be eligible to receive 5.0% specialty pay. The City and the Unit will meet and consult to discuss the certification standards prior to implementation.
G. **Shift Differential:**

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

H. **Educational Incentive and POST Incentives:**

1. **Non-Exempt Employees:**

The City shall offer an academic educational incentive program with a maximum cumulative ceiling of 5% of base salary for a combination of the following earned degrees from accredited institutions:

<table>
<thead>
<tr>
<th>Degree</th>
<th>% of Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor of Arts or</td>
<td>2.5%</td>
</tr>
<tr>
<td>Bachelor of Science</td>
<td></td>
</tr>
<tr>
<td>Master of Arts or</td>
<td>2.5%</td>
</tr>
<tr>
<td>Master of Science</td>
<td></td>
</tr>
<tr>
<td>Doctorate</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

2. The City shall offer a POST incentive program with a maximum cumulative ceiling of 5% of base salary for a combination of the following certificates:

<table>
<thead>
<tr>
<th>Certificate</th>
<th>% of Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced</td>
<td>2.5%</td>
</tr>
<tr>
<td>Supervisory</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

3. **Exempt Employees:**

The City shall offer an academic educational incentive program with a maximum cumulative ceiling of 5% of base salary for a combination of the following certifications and earned degrees from accredited institutions:

<table>
<thead>
<tr>
<th>Degree</th>
<th>% of Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master of Arts or</td>
<td>2.5%</td>
</tr>
<tr>
<td>Master of Science</td>
<td></td>
</tr>
<tr>
<td>Doctorate</td>
<td>2.5%</td>
</tr>
</tbody>
</table>
4. The City shall offer a POST incentive program with a maximum cumulative ceiling of 5% of base salary for a combination of the following certificates:

<table>
<thead>
<tr>
<th>Certificate</th>
<th>% of Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisory</td>
<td>2.5%</td>
</tr>
<tr>
<td>Management</td>
<td>2.5%</td>
</tr>
<tr>
<td>Post Command College</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

5. If during the term of this agreement either of the above listed certifications becomes part of the minimum qualification for any covered exempt positions, then another POST certificate shall be substituted for the certificate included in the affected position’s minimum qualifications.

6. No employee covered under this agreement shall lose any POST incentive pay as a result of the modification of this Article 5, Subsection F.

I. Uniform and Cleaning Allowances:

1. Employees covered by this MOU shall receive an allowance in the amount of six hundred dollars ($600.00) twice annually.

2. Employees designated as Detective Sergeant and Administrative Captain, will receive an additional four hundred dollars ($400.00) per year effective July 2, 2006, four hundred fifty dollars ($450.00) per year effective July 1, 2007 and five hundred dollars ($500.00) per year effective June 29, 2008.

3. The Uniform Allowance is taxable.

4. The Uniform allowance will be paid twice annually and will not be included in the payroll checks.

5. Employees covered by this MOU may have one (1) uniform per week professionally cleaned at an established vendor. Detectives Sergeants may substitute a professional cleaning of slacks/shirt once per week in lieu of a uniform cleaning.

6. Employees covered by this MOU shall receive an allowance in the amount of three hundred ($300.00) during each quarter of the contract and paid the first pay period after the end of a quarter.

7. Sworn employee may have one uniform per week professionally cleaned at an established vendor. Detective Sergeants may substitute professional cleaning of slack and shirt.
ARTICLE 6 – OVERTIME, CALL BACK, STANDBY, COURT TIME

A. **Overtime: (Non-Exempt Employees)**

1. **Policy:**

   It is the policy that overtime work be discouraged and that each Department Head arrange the work of his or her department so that full-time employees shall normally work not more than forty (40) hours in any work week, and that overtime work be held to a minimum consistent with the efficient performance of necessary functions.

2. **Defined: (Non-Exempt Employees)**

   Overtime is authorized time worked in excess of eight (8) hours per day or eighty (80) hours per pay period except as otherwise provided for in Article 1, C. All work authorized as overtime shall be calculated at the overtime rate which is one and one-half (1 and 1/2) times the regular hourly rate of pay (such calculation being non-cumulative for the same hours).

3. **Compensatory Time Off:**

   a. It has been determined that the non-exempt position within this bargaining unit is the Police Sergeant. This position may receive Compensatory Time Off for overtime worked in lieu of pay. The employee recognizes and agrees, that because of budgetary constraints, the City would prefer that compensation for overtime be taken in the form of Compensatory Time Off.

   b. Compensatory time may be accrued up to eighty (80) hours. However, upon the authorization of the Chief of Police, up to one hundred twenty (120) hours may be accrued before mandatory issuance of payment.

4. **Authorization of Overtime Work:**

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

B. **Call Back Time:**

1. Call back time shall be that time an employee is called back to work by the Chief of Police before or after a normal work day, when an employee is required to work on a normal work day off by the Chief of Police in the event of an emergency, or when an employee is required to work on any holiday recognized by the City Council.

2. The time actually worked or a minimum of two (2) hours at the overtime rate shall be
accrued as compensatory time, or taken as pay subject to the same rules for compensation for overtime provided above.

C. **Standby Time:**

1. Standby time shall be that time an employee is designated by the Chief of Police or his/her designee to be available on immediate call on normal days or hours off, or that time an employee is designated by the Chief of Police to be available on immediate call on holidays.

2. If not called, the employee shall be compensated with two (2) hours straight time which may be taken as pay or compensatory time subject to the same rules for compensation for overtime provided above.

D. **Court Time:**

1. 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.

2. 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.

3. An employee will not be granted court time during the same time period that call back time is compensable.

4. 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 of work time or the actual amount worked, whichever is greater.

**ARTICLE 7 - LEAVE**

A. **Absence From Duty:**

1. The absence of an employee from duty shall be reported to the Chief of Police with the reasons for absence, if known, stated.

2. The unauthorized absence from duty is sufficient cause for termination of employment.

3. Unauthorized absence from duty for five (5) consecutive days shall be deemed a resignation from City employment.
B. **Sick Leave:**

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

2. Employees shall accrue one (1) day sick leave with pay for each calendar month of service. After one (1) month employment as a probationary employee, the City employee shall be entitled to sick leave usage.

3. If any officer or 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, with no limit. Credit for sick leave accumulated and not used on the effective date of this MOU shall be allowed.

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

5. Sick leave due to a medical appointment must be approved in advance by the employee’s immediate supervisor.

6. Other leaves provided for due to illness or medical complication shall be provided consistent with other leave conditions herein and within the Federal and State Family Leave Acts.

7. If absence from duty by reason of sickness extends beyond the period of three (3) working days, the employee may be required to file, with the Human Resources Office, a certificate of sickness or disability prepared by a regular, licensed and practicing physician prior to entitlement of sick leave pay. A copy of this certificate shall also be filed with the Chief of Police.
8. All employees whose absence from duty because of sickness extends beyond one (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.

9. Certificates filed under this Section shall detail the nature of the sickness and certify the employee’s inability to return to work.

10. If no certificate is filed, salary or wages may be withheld from said employee.

11. The Human Resources Office or Chief of Police 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 Chief of Police is aware of information that an employee is abusing the sick leave privilege.

12. No employee will be disciplined for insubordination based upon 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.

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

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

2. Failure of an employee to supply the requested verification of medical condition shall be grounds for terminating extended medical leave.

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

D. Sick Leave Benefits For Career Employees:

Employees with 15 or more years of service shall be considered "career employees". Career employees who have accumulated more than 500 hours of sick leave shall have the opportunity to convert a maximum of 120 of such hours per year toward vacation usage. Such additional vacation may be taken only if it does not create an overtime expense to the City.

E. Bereavement Leave:

1. Employees shall be granted leave of absence with pay not to exceed five (5) working days per 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.

2. 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, grandparents or step-parents or any relative living in the immediate household of the employee.

3. It shall be the responsibility of the department to account for such leaves and leaves of more than five (5) days, if approved, shall be charged against sick leave or other accumulations.

F. Vacation Leave:

1. 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 2 years………………………………………………………..80 hours per year
   2 plus years to 5 years………………………………………………96 hours per year
   5 plus years to 10 years………………………………………………120 hours per year
   10 plus years to 20 years……………………………………………160 hours per year
   20 plus years ……………………………………………………....176 hours per year

2. All vacations shall be at such time as is mutually agreed between the employee and the Chief of Police and shall be without loss of pay. 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. A request may be submitted in May by an employee for payment of vacation time if the following are met:

   a. The employee has taken a minimum of 80 vacation hours off in the current fiscal year as of the last full pay period ending in the month of May. The 80 hours may be taken in one (1) two-week block or two (2) one-week blocks and does not include the use of Management Leave Time; and

   b. The employee has no less than 240 hours of accrued vacation hours as of the last full pay period in the month of May; and

   c. The amount of vacation hours requested for payment leaves a balance of no less than 80 hours of accrued vacation hours.

3. The payment of requested hours will occur on a check separate from the regular cycle during the month of June on a date determined by the City, but in no event later than June 30th of any given year. Such payment will be at the employee’s current rate of base pay.
4. 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 (380) hours.

5. In the event that an employee is not permitted to schedule and take vacation as caused by the City which results in the employee exceeding the accumulation limits, the employee shall be allowed to exceed the limit until rescheduled and mutually agreed between the employee and the Chief of Police to take sufficient vacation to restore the employee to the accumulation limit.

G. **Holidays:**

1. Holidays shall mean those days or hours designated as such by or pursuant to this Agreement, City ordinance or resolution.

2. Holiday time is time in addition to the normal work period.

3. A holiday is awarded at eight hours each.

4. Recognized holidays shall include:

   **Fixed date holidays:**

   - 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

5. Twenty-four (24) floating holiday hours per fiscal year, non-accruable, may be taken on a day of the employee's choice upon 48 hours advance written notice to the Chief of Police.

6. **Eligible Employees for Holiday Compensation:**

   a. Only regular and probationary employees in a current and paid status shall be eligible for holiday leave.

   b. A new employee whose first working day is the day after a paid holiday shall not be credited for that holiday.

   c. An employee terminating employment for any reason and whose last work day as a paid Employee is the date before a holiday, shall not be credited for that day.

   d. An employee who is on a consecutive leave of absence without pay or sick leave for both the regularly scheduled working day before and after the holiday shall
not be credited for the holiday, unless a doctor's certificate is submitted.

7. **For Non-Exempt Employees:**

   a. If a holiday falls on the employee's scheduled day off, the same amount of hours (at straight time) shall be accumulated as compensatory time off to a maximum of eighty (80) hours, however, upon authorization of Chief of Police 120 hours may be accumulated.

   b. If any employee is authorized to not work a holiday by the Chief of Police or his/her designated subordinate, such Employee shall be compensated at straight time rate.

   c. If called back to work, or assigned to work on a holiday, the employee shall be paid at one and one half (1 and 1/2) times the normal rate of pay and receive compensatory time off in the same number of hours he or she actually worked.

H. **Jury Duty Leave:**

   1. An exempt employee shall be paid his/her normal salary for each work day, or portion thereof, he/she is required to be in jury duty.

   2. Any money, less travel expenses, received by the employee for jury duty shall be remitted to the City by the employee.

I. **Management Leave: (Exempt Employees)**

   1. It is a privilege and not a right that a management employee may be authorized, by the City Administrator, during the fiscal year up to seventy-two (72) hours, non-accruable time off with pay.

   2. Consideration to use any such leave shall be given and allowed only upon the prior notice to the Chief of Police.

   3. Such leave may be granted primarily to those management employees who the City expects to routinely be available to work or represent the City well beyond regular work days or weeks.

J. **Community Service and Professional Organization Participation:**

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

   2. Upon approval by the City Administrator, the City may make a reasonable amount of paid release time available for employees to represent the City and to participate and be involved
as a member or officer in a community service, professional organization, excluding fraternal organizations.

3. Further, the Council recognizes that certain expenses may be incurred by an employee to be an active member or to participate in such an organization. Therefore, upon approval by the City Administrator, the Council shall budget and pay or reimburse, on behalf of the employee, expenses for his/her membership and attendance of such costs as dues, fees, assessments or charges associated with participating in the organization up to $250 per fiscal year.

K. Family and Medical Care Leave:

1. A regular full-time employee, with more than one year of continuous service, or who has worked more than 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.

2. This leave may be taken for the birth or adoption of a child, to care for a child, spouse or parent who has serious health condition or for the employee’s own health which make him/her unable to perform the essential function of the job.

3. 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.

4. Available accruals must be used for such leaves.

5. For leaves related to an employee’s own serious condition, or that of an eligible family member, sick leave will be utilized first, followed by other accrual (floating holiday, management leave, CTO, vacation).

6. If all available accrual is depleted then the employee may continue on an unpaid leave until the 12 week maximum leave is taken.

7. If an employee desires to take an FMLA leave not associated with the serious health condition of him or herself, or eligible family member, sick leave hours accrued may not be used.

8. Whenever possible the employee must provide at least 30 days written notice that they would like to take this leave of absence. When this is not possible the employee must notify their supervisor, in writing, as soon as possible. Failure to comply with these notification rules may result in the denial or deferral of the requested leave until the employee has complied with the notice provisions.

9. The City will require the certification from the health care provider who is attending to the serious health care condition of the employee, the child, spouse or parent before allowing the leave to be granted 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.

10. Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one full work day.

11. An employee has the right to take maternity leave and some amount of Family and Medical Care Leave. The employee should check with the Human Resources Manager to determine the eligibility of above mentioned leave.

12. The cost of health care coverage while on a Family and Medical Care Leave, less any portion of the premium the employee is required to pay, will be paid for by the City for up to 12 weeks.

13. If the employee does not return from leave, they will be responsible for reimbursing the City for the insurance premiums paid on the employees’ behalf.

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

ARTICLE 8 - RETIREMENT

A. Retirement Benefits:

1. Employees designated as local public safety members by the City are provided retirement benefits under the Public Employee's Retirement System Local Safety 3% at 50 formula and implemented at the PERS 95% valuation rate based upon Public Safety Police Unit.

2. Further, the City shall continue providing the benefit of reporting the City-paid employee share of PERS contributions as income (initially known as SB 53 and now more commonly referred to as

3. Employer Paid Member Contribution (EPMC), this shall be at the City’s expense.

4. Employees are also provided retirement benefits under Social Security.

B. Retirement Contributions:

1. The City will continue to pay the employee portion and employer portion of the PERS retirement contributions for all Unit employees for the duration of this agreement.

2. The employee shall pay the full amount of the employee's contribution rate to Social Security.
C. **Supplemental Retirement Benefits:**

1. The City shall pay a supplemental retirement benefit to each eligible employee covered under the terms of this MOU who attains normal retirement age.

2. 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.

3. 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.

4. The benefit provided under the terms of this section shall be a one-time lump sum payment, calculated on the basis of one-half (1/2) of the straight time value of the retiring employee's accumulated, but unused, sick leave on the date that the employee retires from City employment.

5. The reference to sick leave days in this section is for purposes of calculating the benefit provided under this section only, and shall not operate to "vest" sick leave days, or otherwise create any entitlement to pay for those sick leave days for an employee who terminates employment prior to attaining normal retirement age as defined in this sub-part.

6. The straight-time value of the retiring employee's sick leave days shall be computed solely and exclusively on the basis of the non-overtime normal wage rate paid to the employee, and no overtime premiums, or any other type of premium pay or pay for working out of class or employee benefits or other forms of non-straight time wage compensation shall be used for purposes of calculating the benefits due under this section.

7. 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 days, 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.

8. Notwithstanding the limitations contained in the previous sentence, the City shall pay a supplemental retirement benefit consisting of all accrued, but unused, sick leave to the estate of any employee covered by this MOU who is killed in the line of duty.

9. Any rehired or reinstated employee shall begin to accrue sick leave days as if they had never worked for the City previously.

10. The benefit provided in this section shall not arise or vest, nor shall any City funds be identified, segregated or allocated for purposes of providing this benefit until such time as the individual employee applying for the benefit becomes eligible for the benefit as provided in this
section and provides written notice to the City Administrator of his/her intention to retire from employment with the City.

11. 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 form of compensation or fringe benefits of whatsoever kind or nature.

12. For exempt employees, the amount described in the above shall be increased to seventy-five (75%) percent after fifteen (15) years of service, with full vesting after twenty (20) years. This is on a pro-rated basis after ten (10) years.

13. For non-exempt employees the amount shall be fifty (50%) for ten (10) years of service plus 2.5% per full year thereafter.

14. 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 unit members. Any such programs must be permissible by law. Monies held by the City for the benefit of unit members shall earn interest at the City's normal banking rates.

D. **Retiree Health Insurance Benefit:**

1. Employees in this Unit who retire from the City of Grass Valley under the Public Employees Retirement System (PERS) after July 1, 2003, will be eligible for a retiree health insurance benefit of two hundred dollars ($200.00) per month, not including any statutory administrative fee for PERS coverage, provided all the conditions listed below are met.

2. Employees in this unit who retire from the City of Grass Valley under the Public Employees Retirement System (PERS) after July 2, 2006, will be eligible for a retiree health insurance benefit of two hundred fifty dollars ($250.00) per month, not including any statutory administrative fee for PERS coverage, provided all the conditions listed below are met:

   a. Retiring employee has attained twenty-five (25) years of service in the PERS system as a sworn peace officer; and

   b. Such employee has a minimum of twenty (20) years of cumulative service with the City of Grass Valley prior to retirement; and

   c. Such employee is not covered by another group health insurance plan or Medicare (if a retired employee otherwise eligible becomes covered by a group health plan and subsequently loses such coverage prior to being covered by Medicare, the monthly benefit could begin or be reinstated); and

   d. The retiree provides ongoing evidence of health insurance coverage to the Human Resources Manager.
ARTICLE 9 - HEALTH AND WELFARE

A. Insurance Benefits:

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

2. Effective January 1, 2004, no premiums will be required of Unit employees for these benefits if the medical coverage selected is the least expensive HMO program available locally to Grass Valley City employees and the dental and vision coverage are “basic” offerings.

3. Also effective January 1, 2004, no Unit employees will be eligible for Insurance Remainder Benefit (IRB) compensation for electing single party coverage.

4. Employees waiving coverage shall receive $250 per month less the cost of elected dental or vision insurance. Employees waiving health care coverage must produce evidence of insurance through another source and provide such evidence to the Human Resources Manager. Any payments due employees under the above formula shall be paid in a lump sum once per month.

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

6. Disputes concerning the hospital/medical, dental, vision and life insurance provided pursuant to this MOU, including but not limited to questions as to the scope of benefits or disability coverage, eligibility, and premium rate shall not be subject to the Grievance Procedure.

7. The plans selected for unit members shall be attached to this MOU for reference.

8. The City shall provide term life insurance coverage in the amount of $50,000.00 for each employee, $5,000.00 for the employee's spouse and $1,500.00 for other eligible dependents without cost to the employee. The provisions of Resolution Number 84-129, and any amendments, shall be incorporated in this MOU by reference.

B. Cost Containment Committee:

The City shall establish a Health Care Cost Containment Committee, which shall be advisory only; its purpose shall be to review alternatives, and to recommend long-term strategies.

C. Legal Defense Insurance:

1. The City shall provide legal defense insurance offered through the California Police Officers Association for Lieutenants and Captains.
2. This coverage for legal defense insurance will be offered through the California Peace Officers Association. The plan agreed upon contains a $500 deductible and a $350 annual premium.

D. Retiree Health Insurance Benefit:

1. The City shall effective with the member ratification and City Council approval of this agreement begin to interview qualified vendors to offer employees the opportunity to participate in a Retiree Health Account Program.

2. The program shall be offered as soon as a qualified vendor is selected, but not later than April 1, 2007.

3. Contributions to the program shall be elective by employees.

4. The City’s sole obligation shall be to pay the administrative costs associated with the program.

ARTICLE 10 – SAFETY, VEHICLE USE, PARKING

A. Safety Equipment:

1. The City may make such protective clothing or other protective devices available to employees as the Police Chief recommends and the City Administrator approves.

2. 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 costs in the event of negligent damage or destruction to these items.

B. Employee Alertness:

1. The most effective safety equipment an employee possesses is an alert mind.

2. 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.

3. 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.

4. The parties recognize the problems associated with alcohol and drug abuse in the workplace 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.
5. 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.

C. **Drug-Free Workplace and Employee Assistance:**

1. As per its Drug & Alcohol Policy the City reserves the right to require testing for drug or alcohol substance abuse upon employment or advancement to a new position/assignment of any employee.

2. The City reserves the right, for reasonable cause, to require an employee to submit to drug or alcohol screening or testing as a condition of continued employment.

3. The City shall maintain an Employee Assistance Program (EAP) for employees and their family members. Such a program shall endeavor to provide counseling services for personal problems related to marital/family, relationship problems, alcohol or drug abuse, stress related problems, depression, and other types of psychological problems, for employees in need of such referral and intervention. An EAP information handout shall be made available to all staff.

4. The model "Chain of Custody" procedure as set forth in Appendix "B" is incorporated herein by reference to this Agreement and will be utilized in event the City contracts for testing services.

D. **Vehicle Use:**

1. Management and supervisory employees may be assigned a City vehicle to perform their work when authorized by the City Council.

2. Use of such vehicle is a privilege and not a right and may be revoked at any time by the City.

E. **Parking Spaces:**

The City shall endeavor to provide employees designated parking spaces for the parking of their personal vehicles while on duty.

**ARTICLE 11 - REDUCTION IN FORCE AND RE-EMPLOYMENT**

A. **Furlough in Lieu of Layoff:**

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

1. City Council makes a finding that for reason lack of work or lack of funds, that a reduction in services is needed.
2. City identifies needs for reduction by part or whole position equivalency.

3. Department Head consults with employees to explore alternatives.

4. Involuntary furloughs or reductions in hours may be imposed on a uniform basis by class within department, not to exceed fifteen (15) days per year.

5. Should the City desire to utilize more than fifteen (15) days of involuntary furlough days in a year, Unit #7 employees will be consulted and have the option of agreeing to permit the City to utilize up to an additional fifteen (15) days of involuntary leave for a total of thirty (30) days or refusing such request. If the request is refused the City shall have the option of reducing the force through layoffs.

6. Involuntary furloughs or reductions in hours may be imposed on a uniform basis by class within department, not to exceed twelve (12) days.

7. Direct cost benefit accrual shall not be lost by employees.

ARTICLE 12 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Procedural Prerogatives:

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 MOU, Civil Service Rules, Charter or other law.

2. Such matters include, but are not limited to: the procedural rights to contract out work not performed by active unit members; to transfer; layoff; terminate or otherwise discipline employees’, to reasonably accommodate qualified disabled persons/employees; to make technological improvements; to take necessary action to implement the terms and conditions of the Memorandum of Understanding.

3. The Unit 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 Agreement, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, expressed or implied, by the laws and the Constitution of the State of California and of the United States and the provisions of the City Charter.

4. The Unit recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and in conformance with State and Federal law.
5. The Unit recognizes and agrees that the City's powers, rights, authority, duties and responsibilities include, but without limited the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchases of products or services; the right to introduce new or improved methods and facilities and to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.

6. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over City practices and procedures and over State Laws, and City Charter to the extent permitted by State Law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the City.

7. Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.

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

B. **Residential Mileage Restriction:**

1. Sworn employees in this unit shall live no further than 30 air miles from the City limits.

2. 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 to an emergency in a reasonable period of time.

**ARTICLE 13 - EFFECT OF THIS MOU**

A. 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.

B. In the absence of specific provisions in this Agreement, City practices and procedures are discretionary.

C. 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.

D. There is no valid or binding representation, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein.
E. **Completion of Negotiations:**

1. 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.

2. Neither party shall be obligated to meet and confer with respect to any subject or matter not specifically referenced in this Agreement, 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.

3. Nothing herein shall preclude the parties from meeting and conferring by mutual consent.

**ARTICLE 14 - 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 Administrator  
City of Grass Valley  
125 E. Main Street  
Grass Valley, CA 95945

**Unit:**

Unit 7 Representative  
City of Grass Valley  
125 E. Main Street  
Grass Valley, CA 95945

**ARTICLE 15 - SEVERABILITY SAVINGS CLAUSE**

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

B. In the event of suspension or invalidating 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 16 - TERM OF AGREEMENT**

A. This Agreement shall be effective upon the approval by the City Council, by resolution, and shall continue in full force and effect, and terminate June 30, 2009.

B. This Agreement may be extended, 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 the extension.

**ARTICLE 17- PART TIME EMPLOYEES**

Part time employees who are regularly employed for a period of not less than eighty (80) hours monthly shall become covered under this MOU.

**ARTICLE 18- GRIEVANCE PROCEDURE**

A. **Definition:**

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

B. **Process:**

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

C. **Procedures:**

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

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

1. **Informal Grievance:**

   a. 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).

   b. The employee and supervisor have a mutual responsibility to have the grievance resolved at their level whenever possible.

   c. Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.
2. **Formal Grievance:**

A formal grievance shall only be initiated by completing the grievance form provided by the City Administrator's Office.

**Step 1:**

a. 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.

b. 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.

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

**Step 2:**

a. If the employee finds that the grievance has not been resolved in Step One, he/she may, within five (5) working days/shifts after the Department Head's decision is rendered, request in writing that the City Administrator consider the grievance and decision as rendered by the Department Head.

b. 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.

c. Within five (5) working days/shifts after concluding the review, the City Administrator shall render a decision in writing to the employee and Department Head.

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

a. 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 Mayor, on behalf of the City Council, that he/she consider the grievance and decision rendered by the City Administrator.

b. Within fifteen (15) working days/shifts after the grievance is received, the Mayor or his/her designated representative(s) shall commence conducting the review.

c. 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.

d. Within five (5) working days/shifts after concluding the review, the Mayor shall render a decision in writing to the employee, City Administrator and Department Head.

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

D. 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.

2. Oral or written evaluations or other corrective directives and merit step determinations, for example, are not matters of grievance.

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

4. An employee may choose to represent himself/herself or select a representative of his/her choice.

5. The employee shall be personally present at any meeting which may be held, unless he/she specifically waives that right in writing.

6. 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.

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

8. 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.

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

RECOMMENDATION OF REPRESENTATIVES:

The City and representatives of the Employees for Unit 7 have held meetings and discussed the above, and representatives of the Employees have caused this Agreement to be signed and the representative of the City has caused this Agreement to be signed to signify their mutual recommendation for approval by the City Council as follows:

CITY OF GRASS VALLEY  POLICE MANAGEMENT UNIT

________________________________  _____________________________
PPROVAL OF AGREEMENT:

Approval and adoption of this Memorandum of Understanding is made this _______ day of_______________________, 2007, effective July 1, 2006, by the Grass Valley City Council.

ATTEST:

MARK JOHNSON, MAYOR    KRISTI K. BASHOR, CITY CLERK

APPROVED AS TO FORM:

RUTHANN ZIEGLER, CITY ATTORNEY