



GRASS VALLEY

City Council Regular Meeting, Capital Improvements Authority and Redevelopment "Successor Agency"

Tuesday, September 13, 2022 at 7:00 PM

Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California

Telephone: (530) 274-4310 - Fax: (530) 274-4399

E-Mail: info@cityofgrassvalley.com

Web Site: www.cityofgrassvalley.com

AGENDA

Any person with a disability who requires accommodations to participate in this meeting should telephone the City Clerk's office at (530)274-4390, at least 48 hours prior to the meeting to make a request for a disability related modification or accommodation.

**Mayor Ben Aguilar, Vice Mayor Jan Arbuckle, Councilmember Bob Branstrom,
Councilmember Hilary Hodge, Councilmember Tom Ivy**

MEETING NOTICE

City Council welcomes you to attend the meetings electronically or in person at the City Hall Council Chambers, located at 125 E. Main St., Grass Valley, CA 95945. Regular Meetings are scheduled at 7:00 p.m. on the 2nd and 4th Tuesday of each month. Your interest is encouraged and appreciated.

This meeting is being broadcast "live" on Comcast Channel 17 by Nevada County Media, on the internet at www.cityofgrassvalley.com, or on the City of Grass Valley YouTube channel at <https://www.youtube.com/channel/UCdAaL-uwdN8iTz8bI7SCuPQ>.

Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after that will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item.

Agenda materials, staff reports, and background information related to regular agenda items are available on the City's website: www.cityofgrassvalley.com. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Grass Valley website at www.cityofgrassvalley.com, subject to City staff's ability to post the documents before the meeting.

Council Chambers are wheelchair accessible and listening devices are available. Other special accommodations may be requested to the City Clerk 72 hours in advance of the meeting by calling (530) 274-4390, we are happy to accommodate.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL - *The City Council reserves the right to hear items in a different order to accomplish business in the most efficient manner.*

REPORT OUT OF CLOSED SESSION

INTRODUCTIONS AND PRESENTATIONS

PUBLIC COMMENT - *Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to public@cityofgrassvalley.com. Comments will be reviewed and distributed before the meeting if received by 5pm. Comments received after 5pm will be addressed during the item and/or at the end of the meeting. Council will have the option to modify their action on items based on comments received. Action may be taken on any agenda item. There is a time limitation of three minutes per person for all emailed, voicemail, or in person comments, and only one type of public comment per person. For any items not on the agenda, and within the jurisdiction or interest of the City, please come to the podium at this time. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item is announced. When recognized, please begin by providing your name and address for the record (optional).*

CONSENT ITEMS -*All matters listed under the Consent Calendar are to be considered routine by the City Council and/or Grass Valley Redevelopment Agency and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the City Council and/or Grass Valley Redevelopment Agency votes on the motion to adopt, members of the Council and/or Agency, staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action but Council action is required to do so (roll call vote). Unless the Council removes an item from the Consent Calendar for separate discussion, public comments are invited as to the consent calendar as a whole and limited to three minutes per person.*

1. Approval of the Regular Meeting Minutes of August 23, 2022.

Recommendation: Council approve minutes as submitted.

2. Assembly Bill 361 Resolution

Recommendation: Adopt resolution R2022-71 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

3. Local Emergency Proclamation (COVID-19)

Recommendation: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

4. Local Emergency Proclamation (Drought Conditions)

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

5. Local Emergency Proclamation (Winter Storm of December 27th, 2021)

Recommendation: Winter Storm of December 27th, 2021 proclamation declaring a Local State of Emergency

6. Out of State Travel - IACP Annual Conference

Recommendation: Approve out of state travel

7. Updated Job Description for Firefighter/Lateral Firefighter & Firefighter Paramedic/Lateral Firefighter Paramedic.

Recommendation: That Council 1) approve the updated job descriptions for Firefighter/Lateral Firefighter & Firefighter Paramedic/Lateral Firefighter Paramedic.

8. International Union of Operating Engineers, Stationery Engineers, Local 39 Memorandum of Understanding - Unit #2 (General Employees) and Unit #3 (Office Technical Employees) - September 1, 2022 - June 30, 2023

Recommendation: Adopt Resolution No. 2022-72 & 2022-73 approving the Labor Memorandum of Understanding for a ten-month period beginning September 1, 2022 through June 30, 2023 between the City of Grass Valley and the International Union of Operating Engineers, Stationery Engineers, Local 39 (Unit 2 and Unit 3).

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

ADMINISTRATIVE

9. Second Reading of Ordinance No. 818 Amending the City's Development Code.

Recommendation: For Council to reconsider allowing food trucks in commercial zones and to hold a Second Reading, by Title only, of Ordinance No. 818, Amending the City's Development Code for 2022.

BRIEF REPORTS BY COUNCIL MEMBERS

ADJOURN

POSTING NOTICE

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, September 13, 2022 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Friday, September 8, 2022.

Taylor Day, Deputy City Clerk



GRASS VALLEY

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MINUTES

CALL TO ORDER

Meeting called to order at 7:02 pm by Mayor Aguilar.

PLEDGE OF ALLEGIANCE

Pledge of allegiance was led by Police Chief, Alex Gammelgard.

ROLL CALL

PRESENT

Council Member Hilary Hodge
Council Member Tom Ivy
Vice Mayor Jan Arbuckle
Mayor Ben Aguilar

ABSENT

Council Member Bob Branstrom

AGENDA APPROVAL -

Motion made to approve the agenda by Council Member Hodge, Seconded by Vice Mayor Arbuckle.

Voting Yea: Council Member Hodge, Council Member Ivy, Vice Mayor Arbuckle, Mayor Aguilar

REPORT OUT OF CLOSED SESSION

Nothing to report.

INTRODUCTIONS AND PRESENTATIONS

PUBLIC COMMENT -

Attached.

CONSENT ITEMS -

Public comment attached.

Motion made to approve the consent by Vice Mayor Arbuckle, Seconded by Council Member Hodge.

Voting Yea: Council Member Hodge, Council Member Ivy, Vice Mayor Arbuckle, Mayor Aguilar

1. Approval of the Regular Meeting Minutes of August 9, 2022
Recommendation: Council approve minutes as submitted.
2. Approval of the Special Closed Door Meeting Minutes of August 5, 2022.
Recommendation: Council approve minutes as submitted.
3. Assembly Bill 361 Resolution
Recommendation: Adopt resolution R2022-70 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)
4. Local Emergency Proclamation (COVID-19)
Recommendation: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency
5. Local Emergency Proclamation (Drought Conditions)
Recommendation: Drought Conditions proclamation declaring a Local State of Emergency
6. Local Emergency Proclamation (Winter Storm of December 27th, 2021)
Recommendation: Winter Storm of December 27th, 2021 proclamation declaring a Local State of Emergency
7. Grass Valley Management & Supervisory Professional & Confidential Employees - Unit 1 Memorandum of Understanding - July 1, 2021 - June 30, 2023
Recommendation: Adopt Resolution No. 2022-69 approving the revised Labor Memorandum of Understanding for a one-year period beginning July 1, 2022 through June 30, 2023 between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).
8. Public Works purchase of Sewer Easement Machine at a Total Cost of \$56,523.93
Recommendation: Council to authorize the Utilities Director to purchase a PipeHunter sewer easement machine from Texas Underground Inc.
9. Appointment of Independent Auditor for Fiscal Years 2021-22 and 2022-23
Recommendation: 1) Authorize the City Manager to execute an addendum to the contract with Smith & Newell, CPAs for independent audit services for the City for Fiscal Years 2021-22 and 2022-23, subject to final legal review 2) Authorize the Finance / Administrative Services Director to make any necessary budget adjustments / transfers; and 3) Approve Smith & Newell, CPAs as a sole-source contractor.
10. 2022 Annual Measure E Street Rehabilitation Project - Authorization to Award Contract
Recommendation: That Council 1) award a contract for the 2022 Annual Measure E Street Rehabilitation Project to JV Lucas Paving Inc., 2) authorize the Mayor to execute the construction contract, subject to legal review and, 3) authorize the City Engineer to approve construction change orders for up to 10% of the contract amount.

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION OR SEPARATE ACTION AND / OR ANY ADDED AGENDA ITEMS

REORGANIZATION RELATED ITEMS

PUBLIC HEARING

11. Planning Commission Recommendation of Development Code Amendments.

Recommendation: The Planning Commission Recommends that the City Council approved the Development Code Amendments, as presented, or as modified by the City Council, which includes the following actions: 1) Determine the project Statutorily Exempt, as the appropriate level of environmental review, in accordance with the California Environmental Quality Act (CEQA) and Guidelines; 2) Hold the first reading of an Ordinance Approving the Development Code Amendments as presented by title only; and, 3) Adopt Findings of Fact for the Development Code Amendments as presented.

Lance Lowe, Principle Planner, gave presentation to the council.

Council asked if there a way to remove the limit of not allowing accessory dwelling as a short term rental, but it was discussed that per state guidelines for accessory dwelling units they are not intended to be allowed as short term rentals.

Public comment attached.

Council requested that staff look at different cities policies of AirB&B cap and to look at setting up a joint meeting with the planning commission. Ideas about looking at doing a percentage of the available hosing in the city limits for a cap and possibly looking at putting a cap on vacation rental homes and not necessarily the hosted rentals. They also discussed look at putting a limit of radius that the owners would have to live within that area.

Motion made to 1) Determine the project Statutorily Exempt, as the appropriate level of environmental review, in accordance with the California Environmental Quality Act (CEQA) and Guidelines; 2) Hold the first reading of an Ordinance Approving the Development Code Amendments as presented by title only; and, 3) Adopt Findings of Fact for the Development Code Amendments as presented by Council Member Hodge, Seconded by Vice Mayor Arbuckle.

Voting Yea: Council Member Hodge, Council Member Ivy, Vice Mayor Arbuckle, Mayor Aguilar

ADMINISTRATIVE**BRIEF REPORTS BY COUNCIL MEMBERS**

Councilmember Ivy had nothing to report. Councilmember Hodge wants to Thank everyone for continuing to shop local and attended the opening of the Nevada County Fair. Vice Mayor Arbuckle attended a National League of Women in Municipal government conference, GVDA Board Meeting, opening of the Nevada County Fair took a tour of small pallet homes, will be attending the League of Cities Conference and, discussed SB1100 Mayor Aguilar attended the Mayors & Managers breakfast, the opening of the Nevada County Fair and update on Mill St.

ADJOURN

Mayor Aguilar adjourned the meeting at 8:05 pm.

Ben Aguilar, Mayor

Taylor Day, Deputy City Clerk

Taylor Day

From: WIRELESS CALLER [REDACTED]
Sent: Tuesday, August 23, 2022 7:52 PM
To: Public Comments
Subject: Voice Mail (25 seconds)
Attachments: audio.mp3

I just threw out 1%. You could say 2%. More than multiple apartment buildings have been sold in town for Airbnbs, including the one that I live in. You guys really need to get out and look around. Like after your meeting tonight, maybe drive on the street you haven't been on and look at it. You'll be amazed because you're killing us with this Airbnb stuff even though.

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[Set Up Voice Mail](#)

Taylor Day

From: WIRELESS CALLER [REDACTED]
Sent: Tuesday, August 23, 2022 7:40 PM
To: Public Comments
Subject: Voice Mail (23 seconds)
Attachments: audio.mp3

Hi Matthew Coulter. I'd like the city manager and the city planner and developer to explain how they don't know how many houses are in Grass Valley. Jingle residents and backyard houses as well as apartments. It's just odd that your guys are guessing place isn't that big, guys. Squat and count.

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[Set Up Voice Mail](#)

Taylor Day

From: WIRELESS CALLER [REDACTED]
Sent: Tuesday, August 23, 2022 7:19 PM
To: Public Comments
Subject: Voice Mail (30 seconds)
Attachments: audio.mp3

Yeah, Lance, when's the last time we had a development review committee meeting? Because they keep getting cancelled every month for years, so there doesn't seem to be one anyway. So you keep saying remove them. We're not even allowed to have them. And great, I've got some great idea for murals of a big middle finger. What do you think? Will that go? Art is subjective, isn't it? Thank you, Matthew Coulter, by the way.

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Taylor Day

From: WIRELESS CALLER [REDACTED]
Sent: Tuesday, August 23, 2022 7:16 PM
To: Public Comments
Subject: Voice Mail (3 minutes and 2 seconds)
Attachments: audio.mp3

Yeah, hi. Matthew Coulter, like Lance explained, who is keeping track of all this? Who is going to people and saying that's an illegal unit? You can't rent that out because they're all over town. And so I'm just wondering about the enforcement angle of all these changes that you're making and when all this is going to be available to the public and when it's all going to be changed in the code books and the library and all these different things that go along with this changes things that are don't need to be changed. So that's a major concern going on that people can't keep up with all this stuff. You guys can't keep up with that, so you just pass it automatically and that's not cool. You guys need to do your homework and see how many rental units are actually out there. Move around it at night. What's going on? I think you guys don't have a clue of what is happening in this town and a lot of aspects. And you allow the city management to tell you what's going on and they don't know because it's all based on greed and money. For those folks, this is sad truckies literally having car camping and tent camping for workforce housing because they've lost all their workforce housing. That's happening here, has happened here, continues to happen here. Stop doing it. Thank you. Specifically adding that provision in accordance with state law. Also with respect to Table 3.3 speaks to parking. Currently short term rentals require one parking space per room and two parking spaces for the owner. Landlord, considering that these combinations, everybody knows everybody, they know each other We think that could be handled through tandem parking. So instead have two side by side parking outside the front yard set. We have parking that backs up to one another. They know each other. It's typically not at issue. So we believe we can allow that fire issue. Also we've had a number of requests for short term rentals and multiple family zones. Aren't you in R3 zones currently short term rentals are allowed in the R1 zone exclusively specifically excluded short term rentals and multifamily zones for obvious reasons. That's where the bulk of our rental housing resides. OK. However we have situations where the good example to all the street where we have.

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[Set Up Voice Mail](#)

Taylor Day

From: WIRELESS CALLER [REDACTED]
Sent: Tuesday, August 23, 2022 7:04 PM
To: Public Comments
Subject: Voice Mail (1 minute and 41 seconds)
Attachments: audio.mp3

Hi, Matthew Coulter on the agenda items #5 #8 #9 #10 #11. I have some questions on these items. On #5 the question be, if we have a drought emergency, how come you're watering the street outside my house every night for hour and a half the pavement? Have asked repeatedly for you guys to adjust the sprinklers. You can't seem to do it #8 the sewer easement machine. I'd like to hear some more talk about what a sewer easement machine is for \$60,000 and what it does and who is trained to use it most of all. Also, #9 the independent auditor for a non independent group to pick an independent auditor seems a bit odd, but I look forward to hearing what independent auditor? Maybe it's financial, maybe it's sewage, I don't know, it's some kind of independent auditor is going to help us in some way shape or form. I really look forward to that and #10 the measure, any St rehab situation, I'd like to hear more about that. That's really exciting and I think the public would like to hear more about the measure E street rehab. JV Lucas Paving, incorporated. And some of their projects they've done. #11 the lingo change? I don't think we need to be changing the lingo to get the public to get the Planning Commission off the off the hook because they're making some poor decisions. OK. Thank you.

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Taylor Day

From: WIRELESS CALLER [REDACTED]
Sent: Tuesday, August 23, 2022 7:01 PM
To: Public Comments
Subject: Voice Mail (1 minute and 56 seconds)
Attachments: audio.mp3

Yes, hi, this is Matthew Coulter calling with public comment. I'm trying to find out how I can watch the meeting. Can't seem to find it anywhere. I wanted public comment. I wanted to mention our error situation here in town. The fact that the first time in the history of air quality control of Northern Sierra, which covers 4 counties, they issued a stop work order and that was for the project by the city contractors at Scott and School for the dust permeating the grade schoolers. And it's really sad that this city is in such a that they're destroying everyone's health in the process. I have to take a lot of different medications now, temporarily, I hope, because of what's going on next door. And the air quality things in Memorial Park also, including burning rubber over there the other day. And it just happened to be the other people called it in, too. Wasn't just me. There's been a lot of complaints. So you guys continue to do this. You continue to go with restraining orders after me from the contractor, from the park with Officer Herrera. Also, the mayor of Grass Valley will see you in court on your restraining order. You want on me, Hillary, I hope you're enjoying your restraining order you have on me and all you folks. They've tried so hard to keep me from running from her office or Grass Valley City Council for the November 8th vote. Incredible. 8 restraining orders and thrown in jail in the two months prior so you guys could keep me from running. That's some pretty dirty pool, so we'll see how it all plays out, but I encourage you to freaking look in the mirror. Thank you.

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[Set Up Voice Mail](#)

Taylor Day

From: Jedidiah Watson [REDACTED]
Sent: Friday, August 19, 2022 9:59 AM
To: Public Comments
Subject: City's Mill St Vacant lot

You don't often get email from jnathanw@hotmail.com. [Learn why this is important](#)

Please send someone out to maintain your vacant lot and please do so on a regular basis. It is an eye sore to the community and violates the city's own vegetation management codes. There are still stacks of sticks and branches from the December storm last year, overgrown weeds and shrubs, and because of the overgrowth we have seen people dump trash like a bathtub, people passed out in the bottom of the lot, and kids are going down there to hang out and access the back yards of neighboring properties.

Thank You,
Jedidiah



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Assembly Bill 361 Resolution

Recommendation: Adopt resolution R2022-71 authorizing remote teleconference meetings of the City Council and other legislative bodies of the City pursuant to government code section 54953(e)

Prepared by: Taylor Day, Deputy City Clerk

Council Meeting Date: 9/13/2022

Date Prepared: 9/8/2022

Agenda: Consent

Background Information: On March 4, 2020, the Governor of California proclaimed a state of emergency pursuant to government code section 8625. Assembly Bill 361 went into effect October 1st, 2021, it allows legislative bodies to hold public meetings by teleconference without reference to otherwise applicable requirements in the Government Code section 54953(b)(3). The option for teleconferencing is allowed so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met: 1) State or local officials have imposed or recommended measures to promote social distancing. 2) The legislative body (City Council) is holding the meeting for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees. 3) The legislative body (City Council) has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees. This action will allow City Council and all other legislative bodies to continue with virtual meetings as has been done throughout the COVID-19 pandemic. Live streamed meetings will continue to be available via the City's website, as will the option to leave public comments in real time via voicemail or email.

Council Goals/Objectives: Approval of AB 361 Resolution executes portions of City Strategic Goal #6: Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: R2022-71

RESOLUTION NO. 2022-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
 AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL
 AND OTHER LEGISLATIVE BODIES OF THE CITY PURSUANT TO GOVERNMENT
 CODE SECTION 54953(e)

WHEREAS, Government Code section 54953(e), as amended by Assembly Bill No. 361, allows legislative bodies to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is holding the meeting for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the Governor of California proclaimed a state of emergency pursuant to Government Code section 8625 on March 4, 2020; and

WHEREAS, the City Council previously adopted Resolution No. 59 on October 26, 2021 finding that the requisite conditions exist for the City Council and other legislative bodies of the City, including the Planning Commission, Development Review Commission, and Historical Commission to conduct teleconference meetings under California Government Code section 54953(e); and

WHEREAS, Government Code section 54953(e)(3) requires the legislative body adopt certain findings by majority vote within 30 days of holding a meeting by teleconference under Government Code section 54953(e), and then adopt such findings every 30 days thereafter; and

WHEREAS, the City Council desires to continue holding its public meetings by teleconference consistent with Government Code section 54953(e), and to authorize other legislative bodies of the City, including the Planning Commission, Development Review Commission, and Historical Commission to do the same.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRASS VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Conditions are Met. The City Council hereby finds and declares the following, as required by Government Code section 54953(e)(3):

1. The City Council has reconsidered the circumstances of the state of emergency declared by the Governor pursuant to his or her authority under Government Code section 8625; and
2. The state of emergency continues to directly impact the ability of members of the City Council and other legislative bodies of the City to meet safely in person.

Section 3. Meeting Requirements. All meetings held pursuant to Government Code section 54953(e) shall comply with the requirements of that section and all other applicable provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.).

Section 4. Regular Findings. Pursuant to Government Code section 54953(e)(3), if the Town Council desires to continue holding its public meetings by teleconference consistently with Government Code section 54953(e), it shall make findings not later than 30 days after the meeting at which this Resolution was adopted, and every 30 days thereafter, as required by that section.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of City of Grass Valley, this 13th day of September, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Day, Deputy City Clerk

Michael Colantuono, City Attorney



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Local Emergency Proclamation (COVID-19)

Recommendation: Continuance of Novel Coronavirus (COVID-19) proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 9/13/2022

Date Prepared: 9/8/2022

Agenda: Consent

Background Information: On March 5, 2020 the City Manager, acting as the Director of Emergency Services for the City of Grass Valley and the Disaster Council (Vice Mayor Aguilar and Councilmember Arbuckle), declared a local State of Emergency to ensure emergency personnel can obtain equipment and resources in the most timely and effective manner. In accordance with the Emergency Services Act Section 8630 (b) the governing body must ratify the declared emergency within 7 days for it to remain in effect. On March 10, 2020, at the Grass Valley City Council Meeting, the City Council approved Resolution 2020-09, Proclamation of Local Emergency. The City Council shall review, at its regularly scheduled meeting until the local emergency is terminated, the need for continuing the local emergency.

Council Goals/Objectives: Continuance of the proclamation declaring a Local State of Emergency due to prepare against coronavirus COVID-19 executes portions of City Strategic Goal #6: Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

Fiscal Impact: The changing variants of COVID19 make it very difficult to anticipate the Fiscal Impact moving forward. For FY 2022/23, it appears the impacts will be minimal compared to previous years, but due to the constantly changing impacts of COVID-19 the actual fiscal impact may change.

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager

Attachments: None



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Local Emergency Proclamation (Drought Conditions)

Recommendation: Drought Conditions proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 9/13/2022

Date Prepared: 9/8/2022

Agenda: Consent

Background Information: On May 10, 2021, Governor Newsom modified a State of Emergency Proclamation that declared that a State of Emergency to exist in California due to severe drought conditions to include 41 counties, including Nevada County. The Proclamation directed state agencies to partner with local water suppliers to promote conservation through the Save Our Water campaign, a critical resource used by Californians during the 2012-2016 drought. Some municipalities have already adopted mandatory local water-saving requirements, and many more have called for voluntary water use reductions.

Nevada Irrigation District (NID) declared a drought emergency throughout the District's service area on April 28, 2021, which includes portions of the City of Grass Valley, and requested that customers conserve 10 percent of their normal water usage. Both NID and Nevada City have now mandated at least 20% conservation requirements.

On June 22, 2021, City Council approved Resolutions No. 2021-41 declaring a local emergency due to drought conditions and No.2021-42 mandating water conservation. All treated Water Customers are required to reduce water use by 20%.

Council Goals/Objectives: This resolution executes portions of work tasks towards achieving/maintaining Strategic Plan - Water and Wastewater Systems and Underground Infrastructure. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

Fiscal Impact: The Fiscal Impact to the Water Fund should be minor, but if the drought continues for several years the impact could be more significant.

Funds Available: N/A

Account #: N/A

Reviewed by: __ City Manager



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Local Emergency Proclamation (Winter Storm of December 27th, 2021)

Recommendation: Winter Storm of December 27th, 2021 proclamation declaring a Local State of Emergency

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 9/13/2022

Date Prepared: 9/8/2022

Agenda: Consent

Background Information: Due to conditions of extreme peril to the safety of persons and property have arisen within the City of Grass Valley, caused by the winter storm of December 26 and 27, 2021 which has cut power, downed trees, blocked roads and created other hazards to health and human safety commencing on or about 12:00 midnight on the 26th day of December, 2021, at which time the City Council of the City of Grass Valley was not in session. The city found it necessary to proclaim the existence of a local emergency throughout the city.

Council Goals/Objectives: This resolution executes portions of work tasks towards achieving/maintaining Strategic Plan - Public Safety. The City of Grass Valley is devoted to providing a safe Place to Live, Work and Play.

Fiscal Impact: The Fiscal Impact of the December 2021 Storm is being estimated at \$590,000 for City related property and public right of way. Hopefully, about 75% of these cost should be reimbursable due to the County of Nevada and the State of California declaring a State of Emergency for our area.

Funds Available: N/A

Account #: N/A

Reviewed by: ___ City Manager



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Out of State Travel - IACP Annual Conference

Recommendation: Approve out of state travel

Prepared by: Alexander K. Gammelgard, Chief of Police

Council Meeting Date: 09/13/2022

Date Prepared: 09/07/2022

Agenda: Consent

Background Information: Pursuant to City of Grass Valley travel policy, City Council must approve out of state travel. This is a request for Deputy Chief Johnson to attend the International Association of Chiefs of Police 2022 Annual Conference and Exposition (IACP 2022), October 15-18, in Dallas, TX, USA.

The annual IACP conference is arguably the largest and most impactful law enforcement training conference of the year - more than 16,000 public safety professionals come to learn new techniques, advance their knowledge and careers, and equip their department for ongoing success. IACP 2022 brings together an unmatched educational program spanning four days with renowned keynote speakers, networking events, and the largest collection of equipment and technology solutions available for law enforcement. Past conferences covered topics including critical incident management and community police-engagement; building officer safety and wellness programs; and the impact of police reforms on community safety. This year's event will address these and other critical issues. With more than 200 educational sessions, Deputy Chief Johnson hopes to learn about solutions to the specific issues we face at home. He will also have the opportunity to learn global best practices, gain new contacts with law enforcement leaders, and make valuable connections with companies showcasing the latest in law enforcement products and services. When he returns from the conference, he will utilize the new ideas, strategies, and techniques he learns to help our agency in the ever-changing policing environment.

Council Goals/Objectives: This action is consistent with City Strategic Goals related to goal #6, Public Safety.

Fiscal Impact: Travel, Lodging, Conference Registration Fee estimated at \$2150 +/-

Funds Available: Yes

Account #: 100-201-54112

Reviewed by: ____ City Manager ____ Finance



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: Updated Job Description for Firefighter/Lateral Firefighter & Firefighter Paramedic/Lateral Firefighter Paramedic.

Recommendation: That Council 1) approve the updated job descriptions for Firefighter/Lateral Firefighter & Firefighter Paramedic/Lateral Firefighter Paramedic.

Prepared by: Mark Buttron- Fire Chief

Council Meeting Date: 09/13/2022

Date Prepared: 09/05/2022

Agenda: Consent

Background Information: Job descriptions are routinely updated as course work and skills for firefighters change with service needs and increased training requirements. The updated job descriptions will bring the Firefighter/Lateral Firefighter & Firefighter Paramedic/Lateral Firefighter Paramedic positions into alignment with future service level expectations of the Grass Valley Fire Department.

Council Goals/Objectives: Exceptional Public Safety consistent with the City of Grass Valley Strategic Plan

Fiscal Impact: None

Funds Available: N/A

Account #:

Reviewed by:

Attachments: Firefighter/Lateral Firefighter & Firefighter Paramedic/Lateral Firefighter Paramedic Job Descriptions.



FIREFIGHTER PARAMEDIC/LATERAL FIREFIGHTER PARAMEDIC

Department: Fire Department

FSLA Status: Non-exempt

Reports To: Engineer, Captain, Battalion Chief, or Fire Chief

Unit: 8 / Classified Full- Time

Adopted: September 28, 2018

Revised: September 2022

SUMMARY OF JOB PURPOSE

Under direction, the firefighter paramedic participates in a full range of all-risk emergency and non-emergency activities, including, but not limited to, fire suppression, emergency medical service, hazardous materials response, rescue, fire prevention and inspection programs, fire investigation, fire station maintenance, apparatus and equipment maintenance, training exercises, and related services and activities of an assigned engine company. The firefighter paramedic ensures that all assigned activities are carried out effectively, efficiently, safely, and according to department guidelines and policies.

SUPERVISION RECEIVED AND EXERCISED

Immediate supervision is provided by an Engineer or Fire Captain and under the provisions of a Joint Operations Agreement or Emergency Medical Service agreement may be supervised by supervisors from other signatory agencies.

ESSENTIAL FUNCTIONS (includes, but not limited to listed tasks)

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Respond to emergency and non-emergency alarms and function as part of a team in all phases of fire suppression work; perform rescue, lay, and connect hoses, carry, and climb ladders, operate hose streams, ventilate buildings, overhaul, salvage, and clean-up activities at fire scene.
- Respond to and assist in emergency medical process and procedures in Advanced Life Support (ALS), Limited Advanced Life Support (LALS), and Basic Life Support (BLS).
- Communicates medical information to the hospital; administers advanced emergency medical care to the sick and injured; documents emergency care rendered; all in compliance with applicable local, state, and federal laws and regulations.
- Respond to and assist in the mitigation of hazardous material, technical rescue, and non-emergency calls for service, as necessary.
- As assigned, write, prepare, and file reports, forms, and recommendations such as emergency incident reports, accident reports, injury reports, exposure reports, apparatus maintenance logs, inspection forms, and other fire related information.



FIREFIGHTER PARAMEDIC/LATERAL FIREFIGHTER PARAMEDIC

- Assist in the performance of routine daily, weekly, and monthly inspections of the fire apparatus and equipment; maintain fire station and grounds; perform routine and minor repairs as necessary; inform station fire engineer or captain of major repair work needed; perform inspections and routine maintenance on squad and utility apparatus.
- Assist with fire prevention in the performance of periodic Uniform Fire Code inspections of industrial and commercial businesses and places of assembly; assist in the enforcement of the fire prevention codes by following through and documenting violations in need of corrective action
- Drive and operate fire apparatus and other automotive equipment.
- Conduct and participate in training exercises; develop skills in fire suppression, medical aid, apparatus operation, physical fitness, and other related areas.
- Assist with public education activities; station tours, grade school presentations, fire drills, and other community education programs that encourage awareness of emergency services and techniques.
- Maintain appropriate records, logs, and files of work completed and in-progress; prepare statistical and analytical reports as required.
- Conduct and participate in pre-fire planning activities; stay abreast of new innovations relative to fire prevention.
- Participates in testing and record keeping of a variety of department and city fire equipment including protective clothing, breathing apparatus, fire hose, fire hydrants, and other equipment as necessary.
- Perform related duties and responsibilities as required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

MINIMUM QUALIFICATIONS

To perform this job successfully, a person must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Modern principles and practices of fire suppression, hazardous material mitigation, and emergency medical services.



FIREFIGHTER PARAMEDIC/LATERAL FIREFIGHTER PARAMEDIC

- Functions, characteristics, and proper use and maintenance of firefighting and emergency apparatus, equipment, tools, devices, and facilities.
- Emergency medical process and procedures in Advanced Life Support (ALS), Limited Advanced Life Support (LALS) and Basic Life Support (BLS).
- Modern principles of fire hydraulics, mechanics, and chemistry as applied to fire suppression.
- Current laws and practices pertaining to fire prevention, public education, and safety.
- Basic computer uses and office processes
- All risk ICS (Incident Command System).

Ability to:

- Understand and learn firefighting and emergency medical care knowledge, techniques, and skills from oral, written, and task demonstrated sources.
- Think clearly and act decisively while applying a wide variety of firefighting duties, methods, and procedures including the operation of firefighting apparatus, equipment, and tools.
- Perform physical and strenuous work while functioning effectively for long hours under high stress conditions in adverse environments.
- Maintain oneself in a state of physical and mental readiness appropriate for the physical and strenuous demands of the job.
- Return to work for planned and emergency staffing needs created by department trainings, meetings, planned vacancies, and emergency response.
- Learn, understand, and apply city and department rules, laws, ordinances, policies, and procedures.
- Learn city and local geography and read and interpret maps and fire preplans if necessary
- Establish and maintain harmonious and effective working relationships with employees, senior management, outside agencies, and the general public.
- Supervise personnel if directed.



FIREFIGHTER PARAMEDIC/LATERAL FIREFIGHTER PARAMEDIC

- Read and write the English language at a level necessary for efficient performance.
- Understand and follow oral instructions.
- Communicate clearly and effectively in oral and written form.

EDUCATION AND EXPERIENCE

- Minimum 18 years of age
- Completed the 12th grade with Diploma or General Education Degree

CERTIFICATES, LICENSES, REGISTRATIONS

ENTRY LEVEL PARAMEDIC FIREFIGHTER:

- California State Fire Marshal Firefighter I certificate, or equivalent, obtained through an Accredited California State Fire Marshal Firefighter Academy.
- Valid California Paramedic license and ability to obtain Sierra Sacramento Valley EMS accreditation. A California Paramedic license and local accreditation must be maintained as a condition of employment as a firefighter paramedic.
- Current CPR certification. CPR certification is a condition of employment.
- Valid California Driver's License with ability to obtain a California Driver's License for operations of fire apparatus. A valid California Driver's License for fire apparatus must be maintained as a condition of employment.
- Current and valid Candidate Physical Ability Test (CPAT) required at time of job offer.

LATERAL PARAMEDIC FIREFIGHTER:

- California State Fire Marshal Firefighter I certificate, or equivalent, obtained through an Accredited California State Fire Marshal Firefighter Academy

OR

- 3 Years full time experience in an all-risk fire agency may be substituted for the required completion of the California State Fire Marshal Fire Academy. Seasonal employment will qualify



FIREFIGHTER PARAMEDIC/LATERAL FIREFIGHTER PARAMEDIC

as actual time worked (ex. 1-month seasonal equals 1-month full time) toward the full- time experience requirement.

- Valid California Paramedic license and ability to obtain Sierra Sacramento Valley EMS accreditation. A California Paramedic license and local accreditation must be maintained as a condition of employment as a firefighter paramedic
- Valid California Driver's License with ability to obtain a California Driver's License for operations of fire apparatus. A valid California Driver's License for fire apparatus must be maintained as a condition of employment.

LANGUAGE SKILLS

Ability to read, write and communicate in English at a level required for successful job performance.

MATHEMATICAL SKILLS

Ability to use and understand basic mathematical concepts such as: adding, subtracting, multiplying, dividing, simple fractions and percentages.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, orally or in diagram form; analyze and resolve problems involving circumstances and or events using standardized methods or procedures.

PHYSICAL DEMANDS

- Person must pass a medical examination to verify the ability to physically perform all required duties.
- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
- The employee must be free from any physical, emotional, or mental condition which might adversely affect the ability to perform essential job duties.
- The employee must have the ability to perform those physical activities required for the execution of essential functions including, but not limited to, regular sitting, walking, standing, performing repetitive motions with hands and wrists such as regular keyboarding. The employee must have the ability to perform normal communications, including in person, two-way radio or on the telephone. The employee must also be able to crouch, kneel, stoop, twist, climb, balance, reach, grasp, push, pull, carry, and lift 100 pounds of weight. The employee must be able to work in confined spaces for extended periods of time in all climates and weather.



FIREFIGHTER PARAMEDIC/LATERAL FIREFIGHTER PARAMEDIC

WORKING ENVIRONMENT

- May require exposure to physical hazards such as fumes, chemical and bodily fluids.
- May require working in adverse environmental conditions such as inclement weather, extreme temperature, dust, noise, dim lighting, confined spaces, and other conditions that may arise while performing essential functions.
- May require the ability to wear an air supply / purifying respirator.
- May be required to work for extended periods without days off.

BACKGROUND

Candidates offered employment will be required to successfully pass a background investigation that may include psychological examination, polygraph examination and in-depth background investigation.

GENERAL

The City reserves the right to revise or change classification duties and responsibilities as the need arises. This description does not constitute a written or implied contract of employment.

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER.



FIREFIGHTER/LATERAL FIREFIGHTER

Department: Fire Department

FSLA Status: Non-exempt

Reports To: Engineer, Captain, Battalion Chief or Fire Chief

Unit: 8 / Classified Full- Time

Adopted: September 28, 2018

Revised: September 2022

SUMMARY OF JOB PURPOSE

Under direction, the firefighter participates in a full range of all-risk emergency and non-emergency activities, including, but not limited to, fire suppression, emergency medical service, hazardous materials response, rescue, fire prevention and inspection programs, fire investigation, fire station maintenance, apparatus and equipment maintenance, training exercises, and related services and activities of an assigned engine company. The firefighter ensures that all assigned activities are carried out effectively, efficiently, safely, and according to department guidelines and policies.

SUPERVISION RECEIVED AND EXERCISED

Immediate supervision is provided by an Engineer or Fire Captain and under the provisions of a Joint Operations Agreement or Emergency Medical Service agreement may be supervised by supervisors from other signatory agencies.

ESSENTIAL FUNCTIONS (includes, but not limited to listed tasks)

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Respond to emergency and non-emergency alarms and function as part of a team in all phases of fire suppression work; perform rescue, lay, and connect hoses, carry, and climb ladders, operate hose streams, ventilate buildings, overhaul, salvage, and clean-up activities at fire scene.
- Respond to and assist in emergency medical process and procedures in Basic Life Support (BLS) while also assisting ALS care givers
- Respond to and assist in the mitigation of hazardous material, technical rescue, and non-emergency calls for service, as necessary.
- As assigned, write, prepare, and file reports, forms, and recommendations such as emergency incident reports, accident reports, injury reports, exposure reports, apparatus maintenance logs, inspection forms, and other fire related information.
- Assist in the performance of routine daily, weekly, and monthly inspections of the fire apparatus and equipment; maintain fire station and grounds; perform routine and minor repairs as



FIREFIGHTER/LATERAL FIREFIGHTER

necessary; inform station fire engineer or captain of repair work needed; perform inspections and routine maintenance on squad and utility apparatus.

- Assist with fire prevention in the performance of periodic Uniform Fire Code inspections of industrial and commercial businesses and places of assembly; assist in the enforcement of the fire prevention codes by following through and documenting violations in need of corrective action
- Drive and operate fire apparatus and other automotive equipment.
- Conduct and participate in training exercises; develop skills in fire suppression, medical aid, apparatus operation, physical fitness, and other related areas.
- Assist with public education activities; station tours, grade school presentations, fire drills, and other community education programs that encourage awareness of emergency services and techniques.
- Maintain appropriate records, logs, and files of work completed and in-progress; prepare statistical and analytical reports as required.
- Conduct and participate in pre-fire planning activities; stay abreast of new innovations relative to fire prevention.
- Participates in testing and record keeping of a variety of department and city fire equipment including protective clothing, breathing apparatus, fire hose, fire hydrants, and other equipment as necessary.
- Perform related duties and responsibilities as required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

MINIMUM QUALIFICATIONS

To perform this job successfully, a person must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

Knowledge of:

- Modern principles and practices of fire suppression, hazardous material mitigation, and emergency medical services.



FIREFIGHTER/LATERAL FIREFIGHTER

- Functions, characteristics, and proper use and maintenance of firefighting and emergency apparatus, equipment, tools, devices, and facilities.
- Emergency medical process and procedures in Basic Life Support (BLS).
- Modern principles of fire hydraulics, mechanics, and chemistry as applied to fire suppression.
- Current laws and practices pertaining to fire prevention, public education, and safety.
- Basic computer uses and office processes
- All risk ICS (Incident Command System).

Ability to:

- Understand and learn firefighting and emergency medical care knowledge, techniques, and skills from oral, written, and task demonstrated sources.
- Think clearly and act decisively while applying a wide variety of firefighting duties, methods, and procedures including the operation of firefighting apparatus, equipment, and tools.
- Perform physical and strenuous work while functioning effectively for long hours under high stress conditions in adverse environments.
- Maintain oneself in a state of physical and mental readiness appropriate for the physical and strenuous demands of the job.
- Return to work for planned and emergency staffing needs created by department trainings, meetings, planned vacancies, and emergency response.
- Learn, understand, and apply city and department rules, laws, ordinances, policies, and procedures.
- Learn city and local geography and read and interpret maps and fire preplans if necessary
- Establish and maintain harmonious and effective working relationships with employees, senior management, outside agencies, and the general public.
- Supervise personnel if directed.
- Read and write the English language at a level necessary for efficient performance.
- Understand and follow oral instructions.
- Communicate clearly and effectively in oral and written form.

EDUCATION AND EXPERIENCE

- Minimum 18 years of age
- Completed the 12th grade with Diploma or General Education Degree

CERTIFICATES, LICENSES, REGISTRATIONS

ENTRY LEVEL FIREFIGHTER:

- California State Fire Marshal Firefighter I certificate, or equivalent, obtained through an Accredited California State Fire Marshal Firefighter Academy.



FIREFIGHTER/LATERAL FIREFIGHTER

- Valid California Emergency Medical Technician (EMT) certification (or ability to obtain prior to appointment). A valid California EMT certification must be maintained as a condition of employment.
- Current CPR certification. CPR certification is a condition of employment.
- Valid California Driver's License with ability to obtain a California Driver's License for operations of fire apparatus. A valid California Driver's License for fire apparatus must be maintained as a condition of employment.
- Current and valid Candidate Physical Ability Test (CPAT) required at time of job offer.

LATERAL ENTRY FIREFIGHTER:

- California State Fire Marshal Firefighter I certificate, or equivalent, obtained through an Accredited California State Fire Marshal Firefighter Academy.

OR

- 3 Years full time experience in an all-risk fire agency may be substituted for the required completion of the California State Fire Marshal Fire Academy. Seasonal employment will qualify as actual time worked (ex. 1-month seasonal equals 1-month full time) toward the full- time experience requirement.
- Valid California Emergency Medical Technician (EMT) certification (or ability to obtain prior to appointment). A valid California EMT certification must be maintained as a condition of employment.
- Valid California Driver's License with ability to obtain a California Driver's License for operations of fire apparatus. A valid California Driver's License for fire apparatus must be maintained as a condition of employment.
- Current CPR certification. CPR certification is a condition of employment.

LANGUAGE SKILLS

Ability to read, write and communicate in English at a level required for successful job performance.

MATHEMATICAL SKILLS

Ability to use and understand basic mathematical concepts such as: adding, subtracting, multiplying, dividing, simple fractions and percentages.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, orally or in diagram form; analyze and resolve problems involving circumstances and or events using standardized methods or procedures.



FIREFIGHTER/LATERAL FIREFIGHTER

PHYSICAL DEMANDS

- Person must pass a medical examination to verify the ability to physically perform all required duties.
- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
- The employee must be free from any physical, emotional, or mental condition which might adversely affect the ability to perform essential job duties.
- The employee must have the ability to perform those physical activities required for the execution of essential functions including, but not limited to, regular sitting, walking, standing, performing repetitive motions with hands and wrists such as regular keyboarding. The employee must have the ability to perform normal communications, including in person, two-way radio or on the telephone. The employee must also be able to crouch, kneel, stoop, twist, climb, balance, reach, grasp, push, pull, carry and lift 100 pounds of weight. The employee must be able to work in confined spaces for extended periods of time in all climates and weather.

WORKING ENVIRONMENT

- May require exposure to physical hazards such as fumes, chemical and bodily fluids
- May require working in adverse environmental conditions such as inclement weather, extreme temperature, dust, noise, dim lighting, confined spaces, and other conditions that may arise while performing essential functions.
- May require the ability to wear an air supply / purifying respirator.
- May be required to work for extended periods without days off.

BACKGROUND

Candidates offered employment will be required to successfully pass a background investigation that may include psychological examination, polygraph examination and in-depth background investigation.

GENERAL

The City reserves the right to revise or change classification duties and responsibilities as the need arises. This description does not constitute a written or implied contract of employment.

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an EQUAL OPPORTUNITY EMPLOYER



**City of Grass Valley
City Council
Agenda Action Sheet**

Title: International Union of Operating Engineers, Stationery Engineers, Local 39 Memorandum of Understanding - Unit #2 (General Employees) and Unit #3 (Office Technical Employees) - September 1, 2022 - June 30, 2023

Recommendation: Adopt Resolution No. 2022-72 & 2022-73 approving the Labor Memorandum of Understanding for a ten-month period beginning September 1, 2022 through June 30, 2023 between the City of Grass Valley and the International Union of Operating Engineers, Stationery Engineers, Local 39 (Unit 2 and Unit 3).

Prepared by: Andy Heath, Finance Director

Council Meeting Date: 09/13/2022

Date Prepared: 09/08/2022

Agenda: Consent

Background Information:

Over the course of the last several months, the City's labor negotiations team has been meeting with representatives of International Union of Operating Engineers, Stationery Engineers, Local 39 ("Unit 2 / Unit 3") to come to an agreement on terms and conditions for an updated Memorandum of Understanding ("MOU") effective September 1, 2022. The City's labor team and Unit 2 have concluded the negotiations process; and have been notified that Unit 2 / Unit 3 have duly ratified the updated provisions to the MOU which are now being recommended for City Council approval.

Updated provisions to the MOU and annual estimated fiscal impacts include the following:

MOU Provision	Estimated Annual Incremental Cost
1. Term of Agreement - Sept. 1, 2022 - June 30, 2023 <i>(Note: the effective date will be September 4, 2022, the first day of a new pay period)</i>	N/A
2. Provide a 5% Cost of Living Adjustment (COLA) effective September 1, 2022	\$61,225 (General Fund) \$2,665 (Measure E Fund) \$13,920 (Water Fund) \$28,260 (Sewer Fund) \$106,070 (All Funds)
3. Non-substantive Memorandum of Understanding language clean-up in both agreements	N/A

Council Goals/Objectives:

The approval of an updated labor MOU between the City and Unit 2 / Unit 3 executes portions of work tasks towards achieving / maintaining (1) a Productive and Efficient Workforce, and (2) Community Safety.

Fiscal Impact:

The estimated incremental ongoing annual costs of \$106,070 effective September 1, 2022 have been considered and are accounted for in the FY 2022-23 Adopted Budget.

Funds Available: YES

Account #: General Fund
Measure E Fund
Water Fund
Sewer Fund

Reviewed by: Tim Kiser, City Manager _____

RESOLUTION NO. 2022-72

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
ADOPTING AN AMENDED MEMORANDUM OF UNDERSTANDING WITH THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONERY ENGINEERS,
LOCAL 39 (UNIT #2) FOR THE PERIOD SEPTEMBER 1, 2022 - JUNE 30, 2023,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT**

WHEREAS, the labor negotiations team appointed to represent the City Council of the City of Grass Valley and representatives of the Operating Engineers, Stationery Engineers, Local 39 (Unit #2) have engaged in negotiations to update the labor Memorandum of Understanding (“MOU”) between the City and Unit #2; and

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

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

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council of the City of Grass Valley approves the updated Memorandum of Understanding for the Operating Engineers, Stationery Engineer’s Local 39 (Unit #2) for the period of September 1, 2022 through June 30, 2023 and authorizes the City Manager to execute said agreement.

PASSED AND ADOPTED as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 13th day of September 2022 by the following vote:

AYES: Councilmember
 NOES: Councilmember
 ABSENT: Councilmember
 ABSTAINING: Councilmember

 Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

 Taylor Day, Deputy City Clerk

 Michael Colantuono, City Attorney

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

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS, LOCAL 39 (UNION)
FOR AND ON BEHALF OF
THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S GENERAL
EMPLOYEES UNIT #2**

September 1, 2022 – June 30, 2023
~~August 10, 2021 – August 30, 2022~~

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APPENDIX A – SALARY SCHEDULE

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MEMORANDUM OF UNDERSTANDING DESCRIBING SALARY, BENEFITS AND WORKING CONDITIONS BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL AND INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39 (UNION) FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S GENERAL EMPLOYEES UNIT #2 FOR SEPTEMBER 1, 2022 – JUNE 30, 2023~~AUGUST 10, 2021—AUGUST 30, 2022.~~

This Memorandum of Understanding, hereafter referred to as "MOU," is made and entered into by and between the City of Grass Valley, hereinafter referred to as "the City," or "Employer" and the International Union of Operating Engineers, Stationary Engineers, Local 39 AFL-CIO, hereinafter referred to as "Union".

The parties to this MOU have met and conferred in good faith on matters within the scope of representation pursuant to Section 3500 et seq. of the California Government Code and the City of Grass Valley's Employer-Employee Relations Resolution (No. 93-40).

ARTICLE 1 - UNION RECOGNITION

In keeping with the provisions of the City's Employer-Employee Relations Resolution, which is incorporated into this MOU by reference, the City recognizes the Union as the sole and exclusive representative of the General Employee Unit (Unit #2). The agreement applies to active covered employees employed in those classifications listed in APPENDIX C.

ARTICLE 2 - SUPPORT OF MOU

The City agrees that it shall not negotiate with any other organizations on matters for which Union is the exclusive representative of the Employees in the bargaining unit during the term of this MOU. Union agrees to negotiate only with the representative officially designated by the City to act on the City's behalf. 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 - UNION RIGHTS

Union shall have the following rights:

A. Union Access

Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.

B. Bulletin Boards

Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Union, and shall bear the date of posting

and the date of removal. A copy shall be provided to the Human Resources Representative.

C. Use of Facilities

The City Manager or Department Head upon request may permit Union to use designated facilities, depending upon availability of space, for meeting purposes at no charge. No request for use of City facilities shall be unreasonably denied. City use of any facility will have priority over the Union use and may require Union to reschedule or relocate meetings. If a meeting is to be held at a City facility, an employee will be designated to insure meeting space is available and is properly secured and clean following the meeting.

D. Time Off for Meetings

Employees shall not be given time off work for Union meetings without the appropriate Department Head's approval for such release time for organized meetings with Unit members that may impact work hours or processes. Such requests will not be unreasonably denied.

E. List of Stewards

Union shall furnish the Human Resources Representative upon change, or as needed, a list of all stewards for Union. The City agrees to grant authorized officials and representatives access to designated City property to transact official Union business as provided for in this Article. Employee's Department Head will also be notified of Steward appointment.

F. Union Dues

Employees may sign up for Payroll Deductions of Local 39 dues with Local 39. Local 39 will certify to the City any new members of Local 39.

City agrees to deduct dues as established by Local 39, and premiums for approved insurance programs from the salaries of Local 39 members. The sum so withheld shall be remitted by the City, without delay, directly to Local 39 along with a list of employees who have had such amounts deducted. Local 39 agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members to the City.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Local 39 dues.

It shall be the sole responsibility of Local 39 to procure and enforce payroll deduction of dues.

Local 39 shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Local 39 dues which the employee was obligated to pay, but failed to pay regardless of the reasons.

Any Local 39 member who notifies the City of their desire to discontinue dues or otherwise withdraw from Local 39 membership shall be referred to Local 39. The City agrees to continue all dues deductions until notified of a deduction change by Local 39.

G. Federal PAC Contributions

~~The City will deduct (\$ as determined by the Local 39 member) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the City and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Blvd. Sacramento, CA. 95834.~~

~~The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the City for the costs of such administration.~~

H.G. New Employee Orientation:

The City will provide Local 39 with 10 days' advance notice by email to Local 39 of any new employee orientation as provided under California Government Code §3556. A designated Local 39 representative will be given access and a reasonable amount of time without loss of pay during all new employee orientation meetings to communicate with the public employees that Local 39 represents to ensure the effectiveness of state labor relations statutes, meaningfully communicate through cost-effective and efficient means with the public employees on whose behalf it acts, and afford Local 39 representatives an opportunity to discuss the rights and obligations created by this MOU and the role of Local 39, and to answer questions.

The City will provide Local 39 by email to Local 39 a list of the name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address of any new employee in Local 39's bargaining unit within 30 days of hire or by the first pay period of the month following hire as provide under California Government Code §3558.

The City will provide Local 39 by email Local 39 a list of all employees in Local 39's bargaining unit at least every 120 days. The list will include each employee's name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address.

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

II. Part-time Employees

Permanent part-time employees working 20 hours or more per week or 1,000 or more hours per fiscal year shall be covered under this MOU. Section "G" does not apply to non-permanent temporary or seasonal employees.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES PROCEDURAL PREROGATIVES

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

Union recognizes and agrees that the City, on its own behalf and on behalf of the electors of the City, retains and reserves unto itself, limited only by the articles of this MOU, 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.

Union 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.

Union recognizes and agrees that the City's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchases of products or services; the right to introduce new or improved methods and facilities and to otherwise take any action desired to run the entire operation efficiently, except as modified by this 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 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 provisions 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 normal working days during that period. Payroll checks will be available the ensuing Friday by noon following the end of the pay period. Direct deposit pay checks will have funding available on the morning of the Friday payroll date, pending release by the employee's bank, on the Friday payroll date.

B. Work Periods/Days

1. The normal work period shall be forty (40) hours per week for each full-time employee.
2. The normal work day means each day on which an employee performs a normal working shift of eight (8) hours, including holidays and Saturday and Sunday for those Employees who work other than the regular Monday through Friday week. All time appropriately authorized in excess of eight (8) hours per workday shall be administered pursuant to Article 7 for nonexempt employees. Nothing in this section shall prohibit the establishment of alternative work schedules, as long as said schedules are not established for the sole intent of avoiding overtime.

3. Employees may request the establishment of alternative/flexible work schedules for their position. All requests must be submitted in writing to the Department Head. Any alternative/flexible schedule must be approved by the City Manager upon recommendation of the Department Head. Permission to work an alternative/flexible work schedule may be revoked by the City by giving two weeks notice to the employee. The decision to approve or revoke the alternative/flexible work schedule is not grievable.
4. Exempt employees are expected to work whatever number of hours is necessary beyond normal workdays, periods, or weeks without additional compensation to accomplish their duties and responsibilities.

C. Calculation of Compensation

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

Exempt employees are paid 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, for project or program time, or for assessing staff patterns.

D. Lunch Periods

Nonexempt employees are provided with an uninterrupted lunch period of one hour or one-half (1/2) hour for each eight (8) hours of work, or alternative work schedule.

E. Rest Periods

1. Nonexempt employees are provided two paid fifteen (15) minute breaks, one during the first half of the shift and another during the second half of the shift. During breaks, employees are considered to be under the direction and supervision of the City. Rest periods will generally not be taken within one (1) hour of an employee's start or end time.
2. Rest breaks will normally be taken at the assigned worksite. Employees may, with the supervisor's permission, leave the area as necessary to take care of their personal needs. Employees may be required to use the closest reasonably accessible facility for that purpose.

F. Weekend Work Schedule

Weekend work schedules shall be assigned to those qualified to perform the assignments by agreement. Should no mutual agreement be reached then the assignments shall be made on a reasonable, rotating basis. Employees may have the option to work weekend assignments as part of a mutually agreed upon alternative work schedule or adjusted schedule for a specific period of time.

ARTICLE 6 – SALARY SCHEDULE/COMPENSATION

A. Salary Increases

- Effective ~~September 1, 2022~~~~July 1, 2021~~, the City shall implement a 5% COLA.

B. Work in Higher Class

If a regular full-time employee is temporarily assigned to a position in a class with a higher salary range, the temporary assignment shall be treated as a promotion, provided the employee performs or is available to perform, to a significant extent, the essential duties of the higher class. The salary of such employee shall be determined in accordance with this Agreement. In any case the employee will be compensated a minimum of five percent (5%) above his or her current base salary. If the employee meets the minimum qualifications of the position, then he or she will be placed within the range of the higher position. Upon termination of such transfer or assignment, such employee shall be restored to the position from which he or she was transferred or assigned and to the salary and step which such employee is entitled to receive at the date of such restoration, including any merit increase to which he or she is entitled. Such temporary transfer shall not affect any employee's salary anniversary date.

If the appointing authority and the affected employee agree that the employee be assigned on a temporary basis for training purposes, no upgrade in compensation will be due the temporarily assigned employee. In no case shall such training be for more than a cumulative total of one (1) pay period, provided that no technological change has occurred in the higher position since the training.

The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions. Out of class assignments in excess of 90 days must be reviewed by the Finance Director who will make a recommendation to the City Manager. The City Manager must give approval for out of class assignments that exceed 90 days. The City will notify the Union of any out of class assignment that exceeds the 90-day limit.

C. Special Project Pay

Special Project Pay of no less than 5% may be paid in addition to base wages for employees assigned a significant job assignment outside their usual scope of work and not typically performed in another City job classification. Such special project pay must be recommended by a Department Head and approved by the City Manager and will be at the sole discretion of the City to consider granting such pay. Such pay will only be provided for the duration of the project work being performed and is intended

to have a finite project end date. The assignment of this pay shall not be used as a device to circumvent an employee being reclassified to a higher paying position.

Special Project assignments in excess of 90 days must be reviewed by the Finance Director who will make a recommendation to the City Manager. The City Manager must give approval for special project assignments that exceed 90 days. The City will notify the Union of any special project assignments that exceeds the 90-day limit.

D. Shift Differential

Shift differential will be paid to nonexempt employees as follows:

1. If an employee is assigned to weekends as part of their regularly scheduled workweek, the employee will be entitled to a 5% shift differential for all regularly scheduled hours worked on Saturday and/or Sunday including any overtime.
2. If the majority of an employee's regularly scheduled work shift is worked after 6:00 p.m. and before 6:00 a.m., the employee will be entitled to a 5% shift differential for all regularly scheduled hours worked including any overtime.
3. An employee whose regularly scheduled work shift includes hours worked after 6:00 p.m. will be paid a 5% shift differential for all hours worked after 6:00 p.m. until the end of the shift including any overtime.
4. Under a mutually agreed upon alternative work schedule that includes hours or days outside of those defined in Section D the shift differential may be waived.

E. Split Shift Differential

Nonexempt employees who are required to work a split shift will receive a 5% shift differential for all hours worked.

F. Rules for Use of Salary Schedule

1. Pay Range - Pay ranges for each classification will be adopted by the City Council. Each classification within a department has an applicable range consisting of 5 steps.
2. Appointment from Eligibility List - All appointments from a listing of eligible candidates will enter the probationary period at the base salary of the range applicable to the classification. The City Manager, Finance Director and Department Head may recommend elevation in the entry level to compensate for education and experience not to exceed 5% (one step). An additional 5% (one step) may be approved by the City Manager based on the Department Head recommendation and education and experience of the applicant. The City Council may approve hiring at any rate within the pay range.
3. Merit Step - 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 the City Manager finds the Department Head 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 6 months following their initial review date.

4. Administrative Distinction Pay – An Employee is eligible to receive Administrative Distinction pay once every other year under the following conditions:
 - a) Employee has been at the fifth (E) step of his/her salary range for two or more years;
 - b) Employee has received two consecutive “exceeds expectations” performance appraisals;
 - c) Employee has not received documented written reprimand or disciplinary action during the same two year period;
 - d) Employee’s Department Head recommends award documenting the Employee’s contribution to or achievement on behalf of the City;
 - e) Approval of the City Manager;
 - f) Upon approval, Employee receives a lump sum gross check equivalent to 2.5% of his/her regular yearly base pay.
5. Promotions - When an employee is promoted to a position in a higher pay range, the employee will be placed at the minimum of new range, or at a level in the new range to provide a minimum 5% pay increase, provided the new pay rate upon promotion may not exceed the top of the pay range. The date of the promotion will establish a new anniversary date for the employee’s future performance evaluations. Should a promotion occur concurrently with the employee’s evaluation, and the employee is eligible for a merit increase, the merit increase is to be included in the base salary before the promotion.
6. Reduction in Force - Upon reduction in force, regular employees appointed to jobs with a lower pay range shall be given the next step in the lower range than the range from which he/she was reduced. The anniversary date for future annual evaluations will be the date of the appointment to the new job, other than for demotions that are voluntary.
7. Transfer - An employee transferred from one department to another in the same classification/grade will continue to receive the same salary and will have no change in their anniversary date.
8. Allocation to a Classification with Lower Salary Range - If the salary range of the new class to which an employee's position is allocated has a maximum lower than that of his/her current class, but not lower than his/her actual salary, he/she should continue to receive his/her present salary until his/her next anniversary date, which remain unchanged, at which time he/she will be eligible for a merit increase in the new range. If the top of the new range is lower than the current salary, then the salary will be reduced to the top of the new range effective the next full pay period.

G. Educational Incentive

The City shall offer an Academic Education Incentive program with a maximum cumulative ceiling of 7.5% (seven and one-half percent) of base salary. Only

certificates and degrees granted by accredited institutions, which are above the minimum educational requirement of the employee's position which enhance the employee's abilities and contribution, and demonstrated in writing to the Department Head will be considered. College units obtained to qualify for an incentive cannot be compounded to qualify for an additional incentive. For example units used to obtain an AA and then utilized to obtain a BA cannot yield incentives for both degrees. The incentive will only be provided for the highest degree. Incentives will not be provided for multiple degrees at the same level (i.e. two A.A. degrees). If an application for this benefit is denied, it is grievable.

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

<u>Certificate/Degree</u>	<u>% of Base Salary</u>
Certificate with a minimum of 30 semester units	1.25% (max 2.5%)
Associate of Arts/Science	2.5%
Bachelor of Arts or (Not cumulative with AA or AS) Bachelor of Science	5%
For positions that require a Bachelor's Degree as a minimum qualification only:	
Master of Arts or Master of Science	2.5%

H. Certificates and Licenses

1. Certificates - Additional Water Treatment, Wastewater Treatment, and Distribution System Operator Certificates - 5%
 - a. Treatment Plant Operator Certification must be at least one grade above the minimum required for the designated Classification requirement. Maximum incentive is 10%, which may be reached by having one certificate in water treatment and one in wastewater treatment.
 - b. Employees receiving Water and/or Wastewater Treatment Plant Certificate pay will use the certification to meet the needs of the City as may be required from time to time.
 - c. Utility Maintenance Workers who obtain a Water Distribution Certificate one grade above the classification requirement will receive 5% incentive pay. Maximum incentive will be 5%.
 - d. Employees who are using a Water Distribution certification that is not required by their Job Classification, but required for the City to operate the City's water distribution system, will receive 5% incentive pay, if the employee is utilizing said certificate for water distribution on-call. Maximum incentive will be 5%.

2. City Required Certificate or License for Specialized Work - 1.25%
Incentive pay only applies when the City requires the certificate and the certificate is utilized to meet specific requirements (i.e. Pesticide, Pool Operator). Maximum incentive is 2.5%. If not required to utilize the certificate, the incentive will not apply.
3. The City agrees to pay for required certification and/or licensing renewal fees for employees. At the discretion of the Department Head the City also agrees to pay for renewals of certifications and/or licensing when such certification and/or licensing is deemed relevant and valuable to the professional execution of assigned duties of employees.

I. Class B Driver's License

1. For those classifications required to maintain a class B license and lose their license through actions of the employee, or other factors outside of the employee's control may result in loss of pay equal to 2.5% or other disciplinary action. The City will assist the employees with training and testing time to achieve the Class B license. Employees may be required to participate in the Public Works Standby Program. Class B license includes appropriate endorsements. The City agrees to pay for associated fees and costs (i.e. DMV physical) for required certification and/or licensing.
2. Employees in a classification not required to have a Class B will not be compensated for obtaining a Class B License, but may be provided training and testing time. Employees not required to but who obtain a Class B License, and who are assigned to participate in the public works standby rotation program that may require a response utilizing the Class B license, will receive an additional 2.5% incentive pay. The incentive pay will be paid as long as the employee has the license and participates in the public works standby program. The City agrees to pay for associated fees and costs (i.e. DMV physical) for required certification and/or licensing.

J. Interagency Work

Assigned employees shall receive compensation for Interagency Agreement Work. Employees shall receive hourly compensation, including time and one-half (1 ½) pay, portal to portal, for work performed in accordance with interagency agreements. No premium pay.

ARTICLE-7-OVERTIME; CALL BACK; STANDBY; COURTTIME; SNOW DAYS (NONEXEMPT EMPLOYEES):

A. Overtime

1. Policy - It is the policy that overtime work be discouraged; that each Department Head arrange the work of his or her department so that full-time Employees shall normally work not more than eight (8) hours per work day or more than five (5) consecutive work days consisting of forty (40) hours without at least one (1) day off, or more than eighty (80) hours in any pay period, and that overtime work be held to a minimum consistent with the efficient performance of necessary functions. Hours are subject to modification based on mutually agreed upon alternative work schedule.
2. Overtime Defined - Overtime is authorized time worked in excess of eight (8) hours in a normal day or forty (40) hours per week. Subject to modification based on mutually agreed upon alternative work schedules. All work authorized as overtime shall be calculated at the overtime rate which is one and one-half (1 1/2) times the regular hourly rate of pay (such calculation being non-cumulative for the same hours).
3. Authorization for Overtime Work - Overtime work not specifically authorized by the City Council shall be performed only upon express authorization of the Department Head or designee empowered by the Department Head to authorize the same.
4. Reporting Overtime - Total hours of authorized overtime for each pay period for each employee shall be reported on a Time Card and shall be signed by the Department Head or designee. The total hours of prior accumulated compensatory time taken off during each pay period shall be likewise reported.
5. Fringe Benefits Not Affected by Overtime - Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of required periods for probation or salary step advance.
6. Compensation for Overtime:
 - a. Compensation of overtime and holidays shall either be paid at the rate of time and one-half or accrued as Compensatory Time Off as determined by the Department Head subject to the rules as stated herein.
 - b. Employees may, upon the prior request of the employee and prior authorization of the Department Head, accumulate Compensatory Time Off in lieu of overtime pay, or receive overtime pay for that pay period. Provided, however, in no event shall an employee be allowed to accumulate in excess of two hundred and forty (240) hours Compensatory Time Off. In the event an employee has accumulated two hundred and forty (240) hours Compensatory Time, payment of overtime shall be automatically made unless mutually agreed otherwise by the City Manager and the employee. Compensatory time accrual is at discretion of employee, however, the department on an annual basis may schedule time off to reduce the ceiling to one hundred and eighty (180) hours.
 - c. In calculating the base for overtime/compensatory time consideration, vacation time of more than two days (16 hours) in the subject work

week shall not be considered as qualifying in calculating "hours worked" for overtime purposes.

- d. The balance of any accumulated Compensatory Time shall be paid upon termination of employment or under such other circumstances as authorized by the City Manager.

B. Snow Days

1. Regardless of the above, all hours worked in excess of eight (8) hours per day or regular assigned hours if working an alternative schedule, during snow removal operations shall be considered as overtime. With respect to the scheduling of snow removal assignments, all call back and overtime rules apply.
2. The City will establish a list of qualified employees to perform and coordinate snow removal activities. This list will be considered an assigned duty and will be distributed in November of each year. The snow shift shall commence and terminate as snow conditions dictate. The snow removal shifts will be as described in the Policies and Procedures Manual, Section 7.12, Snow Removal Program. Rules for overtime shall apply to weekends, holidays and hours worked beyond eight hours (or hours assigned pursuant to an alternative work schedule) in a work day. If the snow removal shift is terminated during the regular shift, the employee, at their discretion and approval of their supervisor, may continue their regular hours or go off duty. The employee will not be required to use accrued time off as long as he/she has worked eight hours of combined snow removal and regular shift hours in a 24 hour period (midnight to midnight). If an employee is not able to complete their regular shift or snow removal due to exhaustion or other safety related issue, they may elect to end their shift upon approval by their supervisor or shift coordinator. If an employee cannot complete their shift, they may elect to use accrued time off to complete their regular shift.
3. The commencement of the Snow Day schedule does not require a shift change notice.

C. Call Back Time

Call back time shall be that time an employee is called back to work by the Department Head or designee before or after a normal work day, when an employee is required to work on a normal work day off by the Department Head 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, may at the choice of the employee be accrued as Compensatory Time, or taken as pay subject to the same rules for compensation for overtime provided above.

D. Telephone Call Back Pay

When an employee is contacted at home for the purpose of work and said work can be completed at home over the telephone or through other technology, the employee shall be compensated in 15 minute increments with call back pay at the overtime rate. A call lasting less than 15-minutes shall be compensated for 15-minutes.

E. Standby Time

1. Standby time shall be that time an employee is designated by the Department Head to be available on immediate call on normal days or hours off, or that time an employee is designated by the Department Head to be available on immediate call on holidays.
2. Employees whose job descriptions require that they possess and maintain a Class B license, must do so in those classifications designated by the Department Head to be eligible for standby assignments. Employees in the Public Works Department and Animal Control may be assigned mandatory standby time.
3. Standby time will be calculated at straight time using the terms noted below:
 - a. Weekend - That standby period shall begin at the end of the shift each Friday afternoon, and shall continue until the beginning of the shift the following Monday.
 - i. Compensation rate - 7.5 hours, may be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
 - b. Weekly - That standby period shall begin at the end of the shift on each Tuesday afternoon, and shall continue until the beginning of the shift the following Tuesday (Excluding the 40 hours of regular work week).
 - i. Compensation rate - 20 hours, may be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
4. If only one employee is on standby and additional employees are needed to perform an assignment, treatment plant employees who are on separate standby status shall only be used when other eligible employees are not available. If multiple employees divide a single week's standby assignment, the standby pay shall be divided pro-rata among the employees who have made themselves available.
5. If an employee's standby period, as defined in 7(E)(3) contains a holiday, and if the employee is not called during the holiday, the employee shall be compensated with two (2) hours overtime in addition to their regular standby pay, which may be taken as pay or Compensatory Time Off subject to the same rules for Compensation for Overtime provided above.
6. Any time an employee on standby time as described in section 7(E)(3) or 7(E)(5) is called to work, the employee shall receive as compensation, callback

- time as defined above in section 7(B) in addition to the standby time set forth in subsections 7(E)(3)(b) or 7(E)(3)(d).
7. If the City desires to change the beginning and ending time of standby coverage without impacting the total number of hours of coverage, the City will meet and consult with Local 39 prior to implementation to discuss the impact of this change.
 8. New employees hired into Streets and Collections after the ratification of this agreement at the II or III level will be required to participate in the standby program.
 9. Employees from Facilities, Parks and Treatment that obtain a class B license and participate in the standby program will be paid 2.5% incentive pay.
 10. Substitutions are allowed. All substitutions are the responsibility of the standby employee who has rotated to service. Substitutions shall normally be from the standby list. Prior supervisor approval is required in order to use someone who is not currently on the list.
 11. Any time an employee on standby is called to work, they shall receive "Call Back Pay" at the rate prescribed in the MOU. "Call Back Pay" for standby will require a physical presence as a response to a standby call. Phone calls to confirm or coordinate a response or service shall not constitute "Call Out" unless those calls are made while physically present at the "Call Out" site. "Call Out" shall not constitute the exchange of the standby log from one standby shift to the next. Phone calls to employees who are not on standby will be paid in 15-minute increments.
 12. Comp time conversion will remain as stated in the MOU under compensation for overtime.
 13. If standby personnel require assistance and cannot get a response, any other personnel currently on a standby rotation may be called for assistance unless they are unavailable due to working in their own area.
 14. The Public Works Standby list requires a minimum of six employees. Any employee who participates in the Public Works Standby will be assigned for a minimum of one calendar year beginning each January 1. Employees hired prior to the ratification of this agreement may opt out after one year of service by providing a 30-day notice to the supervisor, provided that the minimum requirement of at least six personnel is maintained. Seniority preference will be used to determine any competing requests that jeopardize the minimum requirement.

F. Shift Change Notice

Employees shall be given at least five (5) days notice of a shift change. In the absence of such notice, the employee shall receive a 5% differential over base salary for each day in which the notice was not given (i.e. 5 day notice – no differential; 4 day notice - 1 day differential, etc.). If a shift change with less than five days notice is initiated by or agreed to by an employee, no shift change differential shall apply. Excludes shift

change impact when required due to responding to an emergency (i.e. snow storm, flood, fire, etc.).

G. Court Time

Court time and compensation for that time, is defined as that period 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. An employee will not be granted court time during the same time period that callback time or standby time is available. Court time may be paid or accrued as compensatory time in the same manner and subject to the same rules as overtime is compensated and shall be computed on the basis of two (2) hours or the actual amount of the time the employee is required to appear in court, whichever is greater.

If an employee is subpoenaed to appear in court on work related matters, the employee shall be paid his/her normal salary for the regular work time missed.

ARTICLE 8 - LEAVE

A. Absence From Duty

The absence of an employee from duty and the reason for absence shall be reported by the employee to their immediate supervisor, who in turn will notify the Department Head. The return of an employee to duty shall likewise be reported. Unauthorized absence from duty is sufficient cause for termination of employment. Unauthorized absence from duty for five (5) consecutive days shall be deemed a resignation from City employment.

B. Sick Leave

Employees shall be entitled to accrue 8 hours of leave for each calendar month of service (3.69 hours per pay period). After one (1) month of employment, the employee shall be entitled to use accrued sick leave, which may be integrated with SDI or Workers' Compensation benefits if the injury or illness necessitating the employee's absence from work is reported to the Department Head within 14 calendar days of the occurrence of the injury or illness. If any employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.

C. Sick Leave Usage

1. Sick leave accrual, if available, will be used for the following circumstances:
 - a. The absence from duty of an employee because of his/her illness, pregnancy, injury or related complications; quarantine due to contagious disease.
 - b. 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);
- c. 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;
 - d. The City 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, or in a care facility.
2. Sick leave due to a medical appointment must be approved in advance by the employee’s immediate supervisor or Department Head. Other leaves provided for due to illness or medical complications shall be provided consistent with other leave conditions provided herein and within the Federal and State Family Leave Act
 3. Sick leave is defined to mean the absence from duty of an employee because of illness, pregnancy or related complications, quarantine due to exposure to contagious disease, attendance upon a member of his/her immediate family seriously ill and requiring the care and attention by such employee, or medical appointment. Other leaves provided due to illness or medical complications shall be consistent with the Federal and State Family Leave Acts.

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 Department Head, a certificate of sickness or disability prepared by a regular, licensed and practicing physician prior to entitlement to sick leave pay. All employees whose absence from duty because of sickness extends beyond one (1) calendar week shall cause a report or certificate by a regular, licensed and practicing physician to be filed with the Department Head when requested. Certificates filed under this section shall certify the employee's inability to return to work. If no certificate is filed disciplinary action may be taken.

The Department Head may require any employee to furnish a certificate of illness or disability completed by a regular, licensed and practicing physician at any time they are aware of information or have reason to believe that an employee is abusing the sick leave privilege.

D. Extended Medical Leave

Those employees who have been granted an approved extended medical leave shall not, as a matter of course, be required to provide weekly verification of their medical condition. The City reserves the right to require such verification if the Department Head has reason to believe it is appropriate. Failure of an employee to supply the requested verification of medical condition is sufficient cause for termination of the extended medical leave. In the event that a unit member faces termination for the sole

reason of exhaustion of leave, the City shall meet with the Union to endeavor to reach an agreement on alternatives such as disability retirement, etc.

E. Bereavement Leave

Employees shall be granted leave of absence with pay not to exceed 40 hours per year, noncumulative, 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, 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, or any relative living in the immediate household of the employee. It shall be the responsibility of the department to account for such leaves. Leaves of more than 40 hours, if approved, shall be charged against sick leave or other accumulations.

F. Vacation Leave

For each completed payroll period of service or portion thereof an employee shall receive credit for vacation pay in accordance with the following schedule:

	Up to two 2 years 80-88 hours per year (3. 08-38 hrs per pay period)
	2 years, one day to 5 years	96-104 hours per year (3. 694.00 hrs per pay period)
	5 years, one day to 10 years	120-128 hours per year (4. 62-92 hrs per pay period)
	10 years, one day and over	160-164 hours per year (6. 15-31 hrs per pay period)
	20 years, one day and over 176 hours per year (6.78 hrs per pay period)

All vacations will be at such days and time as his or her Department Head has approved and will be without loss of pay. Vacation accrual earned will be available for use in the pay period following its accrual.

Employees shall be permitted to accumulate the unused portion of vacation 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. With the first pay period of January of each year the maximum number of accrued hours will be reset to 320 hours.

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 Department Head, may upon request of the employee, request the City Manager to consider the reason(s) for exceeding the cap and may be granted 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 90 day extension may be granted.

G. Holidays

Holidays are those days or hours designated as such by or pursuant to this MOU, City ordinance or resolution. 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. The Holiday will be the day as observed by the City. The value of a Holiday is 8 hours.

Recognized holidays shall include:

New Year's Day	Veterans' Day
Martin L. King Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
July 4th	Christmas Day
Labor Day	
New Year's Eve Day	

If the holiday falls on a Saturday, it will be observed the Friday prior to the holiday. If the holiday falls on a Sunday, it will be observed the Monday following the holiday.

~~Thirty-two~~ Twenty four hours (~~32~~24) of floating holidays per fiscal year, non-accruable, may be taken on a day of the employee's choice with the prior approval of the Department Head 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 and whose last work day as a paid employee is the date before a holiday shall not be credited for that holiday. If an employee is on an extended medical leave and has exhausted his/her accruals, they will not receive credit for holidays.

H. Jury Duty Leave

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

I. Family and Medical Care Leave

Per State and Federal Regulations, Family and Medical Care and California Family Rights Act leaves are available for employees who qualify. Information on leaves is

posted in the work area and further information is available from the Human Resources Representative.

These leaves may be taken for the birth/adoption of a child, to care for a child, spouse or parent who has a serious health condition or for an employee's own health condition which makes an employee unable to perform the essential functions of his/her job. If an employee is a regular full time employee, with more than one year of continuous service, or have worked more than 1250 hours during the previous 12 months an employee is eligible to request a leave. If this leave is granted, upon an employee's return, an 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 (holiday, CTO, vacation – in that order). 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 or CFRA leave not associated with the serious health condition of him or herself or an eligible family member, sick leave hours accrued may not be used.

Whenever possible, an employee must provide at least 30 days written notice that he/she wishes to take a leave of absence. When this is not possible an 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 cost of an employee's health care coverage while on a Family and Medical Care Leave less any portion of the premium an employee is required to pay will be paid for by the City for up to 12 weeks. If you do not return from your leave, you will be responsible for reimbursing the City for the insurance premiums paid on your 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 leave.

J. Family Care School Partnership Act

This act provides that employees who are parents, guardians or grandparents who have custody of a child enrolled in a California public or private school, kindergarten through twelve or a licensed child day care facility may request to take up to 40 hours each year, (with a maximum of 8 hours in a calendar month) to participate in their child's school/day care activities.

Verification may be requested by the employer. Employees shall be entitled to take advantage of the Family Care School Partnership Act without loss of benefits. Time off taken under this Leave shall, at the employee's election, be either approved unpaid leave or paid by using available compensatory or vacation time.

K. Paid Administrative Leave

Paid Administrative Leave time may be used by the City to maintain an employee's economic interests while directed not to report to work. Paid Administrative Leave may also be used to account for leave time not otherwise specified in this MOU. ~~For the term of this MOU employees will be granted 40 hours of Paid Administrative Leave to be used during the term of this MOU. The 40 hours provided for in this paragraph shall have no economic value if not used by the term of MOU or severance of employment. Scheduling of the use of the 40 hours is to be the same as other leave requests.~~

L. ~~Management Leave~~

~~Exempt employees shall be authorized 72 hours of management leave per fiscal year. Management leave does not accrue or vest as a right to the employee. Unused time will be forfeited at the end of the fiscal year.~~

~~—————New exempt employees will receive 18 hours of Management leave for each remaining full quarter of the fiscal year. Time will be granted at the time of hire. Management leave does not accrue or vest as a right to the employee. Unused time will be forfeited at the end of the fiscal year.”~~

ARTICLE 9 – RETIREMENT**New Member Employees:**

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is not eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six months.

Classic Member Employees:

- A new hire who was brought into CalPERS membership for the first time before January 1, 2013.

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of less than six months.

A. Classic Member Retirement Benefits

1. Employees designated as "local miscellaneous members" by the City are currently provided retirement benefits under the Public Employee's Retirement System's Local Miscellaneous 2.5% at age 55 Formula.
2. Employees are also provided retirement benefits under Social Security

B. Classic Member Retirement Contributions

1. The City shall pay the employer contribution rate to the extent and limits required by the Public Employees' Retirement System and Social Security.
2. Classic Member employees will pay the full employee's contribution to PERS.
5. The employee shall pay the full amount of the employee's contribution rate to Social Security. The City will pay the employer contribution.

C. New Member Retirement Benefits

New member employees hired after to January 1, 2013 shall have the PERS 2% @ 62 formula, as provided by the terms of the contract in effect between the City and PERS.

D. New Member Retirement Contributions:

The employee contribution rate shall be 50 percent of the "normal cost" rounded to the nearest quarter of 1 percent, as determined by PERS.

E. 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 minimum retirement age. The term "minimum retirement age" is the age at which an employee first becomes eligible to receive a disbursement of a retirement benefit under the terms of the employee benefit plan described in section A of this Article. The term "eligible employee" is limited to those employees who leave City employment for the sole reason of retiring under a PERS regular service retirement, disability retirement, or industrial disability retirement provision.

2. The benefit provided under the terms of this section shall be a one-time lump sum payment, 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. For employees with ten or less years of service, the calculation will be 50% of the straight time value of the retiring employee's accumulated but unused sick leave. Employees with more than ten years of service will receive an additional 2.5% per full year of service over ten years. 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 minimum retirement age as defined in this sub-part. The straight-time value of the retiring employee's sick leave days shall be computed solely and exclusively on the basis of the non-overtime normal 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.
3. Consistent with the sick leave provisions of this MOU, any employee whose employment with the City terminates for any reason prior to attaining minimum retirement age forfeits all accumulated but unused sick leave hours, and shall not become entitled or eligible to receive any benefits under the terms of this section even if the employee is subsequently re-employed by the City. Any rehired or reinstated employee shall begin to accrue sick leave hours as if they had never worked for the City previously. The benefit provided in this section shall not arise or vest, 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 Department Head and/or Human Resources Representative 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.

F. Retiree Health Insurance Benefit

1. Any employee retiring after July 1, 2006 from the City under PERS, after 25 or more years of City service, is eligible for the following retiree health insurance benefit. It is not a requirement that an employee participate in CalPERS health plans to receive this benefit.
 - a. \$250.00 per month, not including the statutory administrative fee for PERS coverage. To receive this benefit a retiree must provide annual

evidence of health insurance coverage to the Human Resources Representative.

- 2. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer if employed by such employer or receiving coverage through Medicare. If a retiree covered under another employer’s group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

ARTICLE 10 - HEALTH AND WELFARE

A. Insurance Benefits

Effective January 1, 2020 the City’s total Medical contribution shall be as follows:

<u>Employee</u>	<u>\$ 815.00</u>
<u>Employee plus 1</u>	<u>\$1,625.00</u>
<u>Family</u>	<u>\$2,133.00</u>

- 1. 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.
- 2. 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.
- 3. Information on the plans selected for members shall be available to new employees at orientation. For further information or for help with questions the employee may contact the Human Resources Representative.
- 4. All benefits shall be subject to the standard provisions as set forth in the policy or policies, or PERS regulation.
- 5. 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 of disability coverage, eligibility, premium rate and group membership decisions shall not be subject to the Grievance Procedure.
- 6. The City agrees to supply life insurance for each regular employee in the amount of \$50,000, \$5,000 per spouse and \$1,500 per dependent. The increase in benefit is not subject to the cost sharing formula stated in item #1.
- 7. Income Protection Insurance - The City shall provide without cost to the employee an Income Protection Insurance Program that shall insure a unit

employee's income to a maximum of sixty-six and two-thirds (66 2/3) of monthly earnings with a ceiling of four thousand nine hundred ninety-nine (\$4,999) dollars in calculated base, reduced by other income. The City shall contribute a maximum of one (1) percent of Unit payroll toward the premium. Conditions of coverage shall be controlled by the master MOU with the insurance company.

B. Short Term Disability Insurance

So long as it is available on a bargaining unit-wide basis only, and solely at employee expense, the City agrees to take the necessary steps to enroll the employees in the bargaining unit in the State of California State Disability Insurance Program. It is understood and agreed that any such program will be on an integrated basis (with sick leave or other accruals, as appropriate) and funded by employee payroll deductions. If a less expensive optional STD Insurance program is available, the City and Union will meet to allow the change for the employee group.

ARTICLE 11 - SAFETY

A. Safe Conditions, Equipment and Duties

1. The City and its employees agree to maintain a safe and healthful place of work and to maintain safety as well as sanitary conditions in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employees shall be directed to the attention of the City. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. The employees and the Union shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.
2. The City shall provide all needed and/or necessary safety equipment for the employee(s) to perform the normal tasks of their respective classification(s). These devices and equipment shall be customary safety appliances to safeguard the employees against danger to health, life and limb. The City will make available to the employees updated training programs on safety matters and issues as it deems necessary. Such training will be provided as the City deems necessary and will include, but shall not be limited to, training on first aid, cardiopulmonary resuscitation (CPR), toxins and corrective procedures in dealing with toxins.
3. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.

B. Employee Alertness

1. The most effective safety equipment an employee possesses is an alert mind. Conversely, employees whose judgment, reactions and analytical processes are impaired or influenced by alcohol or drugs pose a risk to themselves, their co-workers 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 a unit employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means to protect the safety of employees in the unit. Union and the City have reached complete MOU on a drug and alcohol policy incorporated herein by reference. The parties to the MOU, therefore, wish to evidence their MOU to the concept of accurate drug and alcohol testing implemented with adequate safeguards to preserve employee privacy and prevent abuse.

C. Drug, Alcohol and Substance Abuse Policy

A model "Chain of Custody" procedure as set forth in Appendix "B" is incorporated herein by reference to this MOU and will be utilized in the City's contracts for testing services.

D. Employee Assistance Program

The City has established an Employee Assistance Program. This program provides confidential counseling help for employees and their families. This benefit allows for three visits per year per family member, at no cost to the employee. This program endeavors to provide counseling services for personal problems related to marital/family, relationship problems, alcohol or drug abuse, stress related problems, depression, and other types of psychological problems, for employees in need of such referral and intervention.

E. Safety Boot/Shoe Allowance

Employees that work in the field and require safety boots/shoes as a safety condition because of the nature of their job will receive reimbursement of up to \$150 per fiscal year upon submission of appropriate receipts. If the boot/shoe allowance is not used in a year, the employee will have the option of a one-year rollover to a maximum of \$300.00. If the shoe allowance is not used in the second year, the benefit will be lost for that year, and be maintained at the maximum amount with no addition. Employees are required to wear the proper boot/shoe to assure safety practices on the job. All purchases must be approved in advance by the employee's supervisor. Medically necessitated safety boot/shoe purchase may be reviewed on a case by case basis for

costs and additional costs may be approved by the Department Head. It is the employee's responsibility to research possible solutions and find appropriate safety footwear to meet documented medical conditions.

ARTICLE 12 - REDUCTION IN FORCE AND RE-EMPLOYMENT

A. Finding for Reduction in Force

When the City Council has made a finding that for reason of lack of work or lack of funds, that a reduction in service is needed, the City will meet and confer with Union to explore alternatives such as: early retirement incentives (i.e. "golden hand shake"), transfer opportunities, training and development assignments, and voluntary layoff, to mitigate the impact of layoffs.

B. Voluntary Furloughs

Voluntary furloughs/hours reduction may be made on an individual basis. Voluntary hours will be integrated into imposed involuntary hours.

C. Involuntary Furloughs

Involuntary furloughs or reductions in hours may be imposed on a uniform basis by class within a department, but not to exceed 40 hours per fiscal year. Furloughs will be implemented in not more than 40 hour increments, after meet and confer regarding the impact on unit members resulting from the involuntary furlough. If additional involuntary furlough hours up to 40 hours for a total of 80 hours per year are requested, the meet and confer process will be used to determine the impact of the additional furlough hours. If an agreement cannot be reached regarding the use of the additional 40 hours of involuntary furlough, the City has the option of reducing the work force through layoffs.

1. In lieu of taking actual furlough time, employees may individually elect to pay a higher portion of the 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 will be taken off. Savings must be achieved within the same fiscal year as the assignment of furloughs.
2. Insurance benefits, leave accruals, retirement service credit, and related benefits will continue at the employee's regular rates as if no reduction in time had occurred.
3. The City may request to have specific classifications or employees exempted from the involuntary furlough program due to work load demands, limited staffing or other reasons. Union and the City must mutually agree to any exemptions.

D. Treatment of Employees Laid Off

1. Layoff Authority - The City may lay off employees pursuant to the following procedures:

- a. The City will notify Union of those positions pending layoffs at least five (5) working days prior to the notification of layoff to employees.
- b. The City will notify affected employees at least two (2) weeks prior to actual layoff date or provide 2 weeks severance pay to the employee in lieu of notice.
- c. The City will provide Union with the opportunity to meet and confer regarding alternatives to layoffs and the impacts of the layoffs.
- 2. Reasons for Layoffs - The City may layoff an employee when necessary for reasons of lack of work or lack of funds.
- 3. Employment Status and Order of Layoff - Layoffs will be made by class and grade within a department. In each class and grade, within a department in which there is to be a layoff or reduction, employees shall be laid off according to employment status in the following order by class and grade:
 - a. Extra help and temporary employees shall be laid off, in an order determined by the City, before any permanent part-time probationary employees.
 - b. Permanent part-time probationary employees within the department shall be laid off, in an order determined by the City, before any full-time probationary employees.
 - c. Full-time probationary employees in the Department shall be laid off, in seniority order determined by the City, before any permanent part-time employee.
 - d. All permanent part-time employees, hired after July 1, 2009 in the department shall be laid off, in seniority order determined by the City, before any regular full-time employees.
 - e. Full-time permanent and permanent part-time employees.
 - i. In case there are two or more full time permanent employees in the class and grade, the layoff will be conducted by inverse order of seniority in City service, EXCEPT where an employee was designated at the time of hire to possess special skills essential to the City.
 - ii. An employee may request a voluntary lay off or reduction rather than cause some less senior employee to be laid off. If the employee is laid off, they are entitled to have their name placed on the re-employment list provided for in paragraph F of this section.

E. Bumping Rights

- 1. An employee who is laid off and has seniority rights shall have bumping rights to the same or lower class and grade within the City wide classification series in which they are currently employed and for which they possess the necessary qualifications.
- 2. If an employee does not have seniority rights within the classification series, then the employee may elect to “bump” to a position previously held, provided they have seniority rights and currently meet the position qualifications.

3. No employee shall be allowed to “bump” to a class for which they do not possess the minimum qualifications.
4. An employee whose position must be laid off and who requests a voluntary reduction or lay off rather than cause some less senior employee to be laid off is entitled to have their name placed on the re-employment list.
5. Total City seniority shall mean an employee’s length of employment starting from the most recent date of employment or re-employment in a regular position. For purposes of calculating seniority, time spent in a temporary status prior to appointment to a regular position will not be included.
6. Employees retreating to a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be above that received in the class from which the employee was laid off.
7. The bumping rights process provided for in this MOU are effective the same date as the final ratification of the MOU by the parties.

F. Re-Employment List

1. In accordance with Article IX, Section 8 of the City Charter, whenever a position in any class is to be filled, unless filled by reduction of rank as provided above, it shall be filled in the following order:
 - a. from the re-employment list for that class;
 - b. from the promotional register of eligibles for that class;
 - c. from the appropriate competitive register of eligibles.

The names of persons laid off, or reduced in accordance with these rules, shall be entered upon a re-employment list in the inverse of order specified for layoff. Such list shall be used by the appointing authority when a vacancy arises in the same class/grade of position before certification is made from an eligible list. When a vacancy occurs, the appointing authority shall appoint the person highest on the re-employment list who is available. One refusal shall cause the incumbent’s name to be stricken from the list.

Names of persons laid off, or reduced in lieu of layoff, shall be retained on a re-employment list for a 24 month period, except for those names of persons appointed to regular positions of the same level as that from which laid off shall, upon such appointment, be dropped from the list. Persons reduced or re-employed to a lower class or re-employed on a temporary basis shall be continued on the list for the higher position for an additional 6 months. A person appointed from a layoff list shall have no seniority accrued, except active service. A person appointed from a layoff list shall be given accrual rates for vacation, sick leave, etc. based on total service time with the City. A person appointed from a layoff list within the first 12 months shall have previous accruals (i.e. sick leave), not paid out at the time of layoff, fully restored.

G. Alternatives to Layoffs

1. After finding that a layoff of Union represented positions is to be recommended to the City Council, the City shall meet with Union to explore alternatives to laying off workers such as: early retirement incentives, transfer opportunities, training and development assignments, and voluntary layoff.
2. If, after alternatives have been exhausted, layoffs have been approved by the City Council, the City shall make the following referrals to services available, at no additional cost to the City:
 - a. Employee Assistance Program counseling;
 - b. Job counseling (including resume preparation, interview skills, updated information on completing applications, networking skills);
 - c. Access to public information provided in a public space regarding employment opportunities in surrounding cities and other agencies with whom the City has contacts;
 - d. Such services shall be provided by the City for a period not to exceed three calendar months from the date of layoff.

ARTICLE 13 - UNIFORMS AND MISCELLANEOUS

A. Provisions For Uniforms and Weather Related Gear

The following shall apply to all unit employees who are required to wear uniforms:

1. The City shall provide and launder uniform shirts and uniform pants.
2. The City shall provide appropriate personal protective equipment.
3. The City shall provide appropriate rain suits (weather related gear) that are Gore-Tex or similar in quality and that meet safety requirements.
4. In addition to the above, the following will apply to Maintenance and Water/Waste Water personnel:
 - a. The City will purchase up to 5 T-shirts each year for each employee if the employee turns in 5 uniform shirts. After the first year worn T-shirts may be turned in for new T-shirts.

B. Safety Toed Boots/Shoes

The City shall provide rubber rain boots (including safety toed boots/shoes) as needed.

C. Weather Gear

The City shall provide weather appropriate jackets to field personnel who require this as a safety condition due to the nature of their job, which may be incorporated as part of the above noted rain suit.

D. Uniform Condition

The City provided clothing must be clean and in good condition, with no holes and must be appropriately fitted. Alternative uniform clothing must have supervisor approval.

E. Office Employees

Employees that are provided uniforms for an office setting and are not exposed to hazardous materials or substances will self launder their uniforms.

F. Inoculations

The City shall pay for all inoculations required by the State of California, or other governmental entity, and any other recommended inoculations for all appropriate classifications.

ARTICLE 14 - DISCIPLINARY ACTION

A. Employee Rights

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

B. Statutory Compliance

This article is subject to every provision of the constitution and applicable Federal and State Statutes designated as a general ground of forfeiture of employment or imposing a criminal liability.

C. Principle of Disciplinary Action

The principle objective of any disciplinary action shall be to improve the performance, efficiency, and morale of the City service. Any action, which reflects discredit on the City, is a direct hindrance to effective performance of the City government functions, or improper employee conduct, shall be considered good cause for disciplinary action.

D. Definitions

1. Oral Warning - Verbal communication to the employee regarding the deficiency or problem(s) observed.
2. Letter of Reprimand - Any regular employee may be reprimanded by the Department Head by an order in writing, a copy of which may be entered into his/her personnel file.
3. Suspension - The Department Head may suspend without pay a subordinate employee after consultation with the Finance Director and approval of the City Manager. Fringe benefits will not accrue during a period of suspension without pay.
4. Leave Reduction - As an alternative to suspension without pay, a Department Head may reduce an employee's vacation or compensatory time leave balances as a method of disciplinary action. Such reductions must be with joint approval of the employee. The Department Head may choose another form of discipline to substitute for, or to supplement, the leave reduction.

5. Demotion - A Department Head, after consultation with the Finance Director and approval of the City Manager, may demote an employee in pay or to a lower classification.
6. Dismissal - The Department Head may dismiss an employee, after consultation with the Finance Director and approval of the City Manager, from his/her position with the City in accordance with Subsection E of this section.
7. Reference to Days - For purposes of this section, any reference to days shall mean calendar days. If the last calendar day is on a weekend day or holiday, the last day shall be the following City Hall business day.

E. Oral Warning or Letter of Reprimand

In most instances, Supervisors or Department Heads should initially orally communicate to the employee the deficiency or problems observed. If the warning is issued as a letter of reprimand, a copy shall be filed in the employee's personnel file. The affected employee may respond by placing a letter of rebuttal in his/her file within 30 calendar days of the date that the employee receives the letter of reprimand. A copy of the response will be forwarded to the Department Head. A regular employee shall be entitled to an appeal to the Department Head concerning an oral warning or a letter of reprimand. Appeals must be requested within five working days of the date the oral warning or a letter of reprimand was issued. No further appeals shall be permitted. At the request of the employee, a letter of reprimand may be removed from the employee's personnel file after one year provided there have been no further infractions.

F. Discipline Procedures

Prior to taking the action of suspension, leave reduction, demotion, or dismissal of a regular employee, the Department Head shall comply with the following procedures:

1. Pre-Discipline (Skelly) Procedures - Applicable to All Regular Employees (Applies Only to Demotions, Suspensions, Dismissals)
 - a. When the decision has been made by the Department Head that disciplinary action might be taken against an employee, the Human Resources Representative, or in his/her absence, the City Manager, shall be contacted so that all disciplinary procedures are followed. The Department Head will then prepare a Notice of Intended Disciplinary Action to be given to the employee, which shall include as attachments:
 - 1) A written copy of the charges being made;
 - 2) The grounds for such charges;
 - 3) All documents which support such action;
 - 4) The type of disciplinary action intended;
 - 5) Copies of Personnel Rules violated.
 - b. Notice shall also include a statement advising the employee that they may respond to the charges either verbally or in writing within a reasonable, specified time period, which will not exceed ten (10) calendar days starting from the date of receipt of the notice.

- c. The City will choose a Department Head, other than the disciplined employee's Department Head, to act as the Skelly Officer. The Skelly Officer will make themselves available to hear verbal responses or answers to the proposed disciplinary actions, and/or consider any written responses submitted by the employee.
- d. All information supplied by the employee in response to the proposed action will be considered by the Skelly Officer prior to making a final decision on what disciplinary action is appropriate.
- e. During the Skelly hearing, employees may be represented by a representative of their choice. However, the employee shall only have the right to show cause, if any, why the proposed disciplinary action should not be taken. The employee shall be allowed to see all documents and material, which are being considered to support the proposed disciplinary action.
- f. Upon completing the Skelly procedures, the Skelly Officer will make their recommendation known to the charging Department Head and the Department Head may resolve the matter without taking disciplinary action, or take the proposed action, or modify action as may seem appropriate.
- g. If disciplinary action is taken, the employee shall be advised in writing and given a Final Notice of Disciplinary Action including a copy of the appeal procedure containing his/her right of appeal and all documents on which the discipline is based.

G. Appeal

Any regular employee who has completed their initial probationary period shall have the right to appeal a suspension, leave reduction, demotion or dismissal.

- 1. Method of Appeal - A regular employee shall file a written notice within ten (10) calendar days, starting from the date of receipt of the notice of disciplinary action. The appeal shall be addressed to the Human Resources Representative.
- 2. Notice of Hearing - When an appeal has been filed, a date shall be set for a hearing on the appeal. The Personnel Commission shall, within 14 days after receipt of the request, set a date for the hearing. The date for the hearing shall not be less than ten (10) calendar days nor more than thirty (30) calendar days from the date of filing of the appeal. The Human Resources Representative shall notify all interested parties of the date, time and place of the hearing.

H. Hearing

- 1. When an appeal has been filed, a Hearing Officer may be appointed by the Personnel Commission or the Commission may itself hear the appeal. The detailed instructions for hearing are contained in the Civil Service Rules and Regulations – Article 11.
- 2. If the Commission hears the appeal they must provide a written response within 30 days. If the Commission appoints a Hearing Officer, the Hearing

Officer shall, within fifteen (15) calendar days after said hearing make a written recommendation to the Personnel Commission as the appropriate disposition of the case.

3. The Personnel Commission shall schedule consideration of the proposed decision no later than fourteen (14) days thereafter. Notice of the date and copies of the proposed decision shall be given to the parties prior to the date set for consideration. The parties shall be allowed to briefly argue for or against adoption of the proposed decision.

I. **Final Appeal**

The decision of the Commission may be appealed to the Superior Court under the applicable Sections of the Code of Civil Procedure in accordance with the procedures set forth in the said Code within 90 days after the filing of the written decision.

ARTICLE 15 - 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, working conditions, the practical consequences of the City rights' decisions 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** - 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.

2. Formal Grievance - A formal grievance shall be initiated in writing.
- a. 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. If an employee is concerned about going to the Department Head, he/she may go to the Human Resources Representative who will assist in bringing the appeal forward with the employee to the Department Head. 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.
- i. Unless the decision of the Department Head is appealed by the employee to Step Two, within the time limits provided, the grievance shall be deemed resolved, final and binding.
- b. Step 2 - 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 Manager consider the grievance and decision as rendered by the Department Head. Within ten (10) working days/shifts after the grievance is received, the City Manager (or designated representative) shall review the facts, issues, and make such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days/shifts after concluding the review, the City Manager shall render a decision in writing to the employee and Department Head.
- i. Unless the decision of the City Manager is appealed by the employee to Step 3, in the time provided, the grievance shall be deemed resolved, final and binding.
- c. Step 3 - If the employee finds that the grievance has not been resolved in Step 2, he/she may, within five (5) working days/shifts after the City Manager's decision is rendered, request in writing to the Personnel Commission, that they consider the grievance and decision rendered by the City Manager. Within fifteen (15) working days/shifts after the grievance is received, the Personnel Commission shall commence conducting the review. The Personnel Commission shall determine the best means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the

nature of the grievance and normal conduct of City business. Within five (5) working days/shifts after concluding the review, the Personnel Commission shall render a decision in writing to the employee, City Manager, Finance Director and Department Head.

- i. The decision rendered by the Personnel Commission shall be final and binding on all parties.

D. General Conditions:

The review and determination of a grievance is subject to certain interpretations and applications as set forth under Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the meet and confer process. Oral or written evaluations or other corrective directives and merit step determinations, for example, are not grievable matters.

Grievances may be made only on behalf of an employee who has successfully completed a required probationary period and attained regular 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 employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The employee shall be present at any meetings which may be held, unless he/she specifically waives that right in writing.

Any time limit of these procedures may be extended by mutual consent of the parties in writing, or by action of the Personnel Commission in writing to all parties.

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

ARTICLE 16 – INTERNAL POSTING

All vacant positions within Unit #2 will be posted internally for a minimum of three days prior to an external posting. Any internal candidate, who expresses interest and is qualified for the position, will be granted an interview prior to external posting

ARTICLE 17 - PERFORMANCE EVALUATIONS

A. Responsibility for Performance Appraisals

1. It shall be the responsibility of the Department Heads and the Departmental Supervisors to prepare a performance appraisal for each employee assigned to them.
2. Per the Personnel Compendium, the City Manager shall have the responsibility to ensure departmental compliance in completing performance reviews with all employees.
3. The City agrees to notify Union when in August they will present the above annual report.

B. Frequency of Evaluations

1. Probationary Employees - For each probationary employee having a probationary period of six months, the employee's supervisor shall conduct a performance review at least every two months, and so note in the employee's personnel file.
2. Regular Employees - A written performance appraisal shall be prepared at least annually for all employees within thirty days of their salary anniversary date.
3. Merit Increase - No merit increase approvals shall be implemented until the employee's performance appraisal is completed with a satisfactory or better rating justifying the merit increase. Employees who receive late evaluations that are satisfactory or above shall also receive retroactive pay back to their salary anniversary date.
4. Additional Performance Appraisals - Additional performance appraisals may be prepared at any time during the review period, upon reasonable request of the employee or at the discretion of the supervisor.

C. Review and Distribution of Evaluation

1. Each performance appraisal shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or which are unacceptable. Employees shall be encouraged to comment about their work performance in a written statement attached to the appraisal within thirty (30) days of the performance appraisal.
2. The employee will be encouraged to sign the performance appraisal to acknowledge awareness of its contents and discussion of the appraisal with the evaluator. The employee shall be informed that his or her signature does not necessarily mean that the employee fully agrees with the contents of the report and the employee may so state on the report before signing.
3. Performance appraisals prepared by subordinate supervisors shall be reviewed and approved by the Department Head after review with the affected employee. All performance appraisals shall be forwarded to the City Manager via the Human Resources Representative for final review and approval, prior to discussion with the employee.
4. A copy of the final approved performance appraisal shall be provided to the employee. The original shall be placed in the employee's personnel file.

5. Nothing herein shall limit the preparation of supplemental written information to accompany the evaluation form reports, however, all written information shall be provided to the employee who shall have the right to respond in writing within thirty (30) days after each issuance.

ARTICLE 18 - NO STRIKES/NO LOCKOUTS

It is agreed by Union and the City that there shall be no strikes or lockouts during the term of this MOU.

ARTICLE 19 - DISTRIBUTION OF MOU

City shall cause to be printed copies of this MOU as soon as practical after City Council approval for distribution to all applicable employees and shall provide copies to new regular employees.

ARTICLE 20 – WAIVER

Union and the City Manager, for the life of this MOU, voluntarily and unqualifiedly waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this MOU, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this MOU. Nothing herein shall preclude the parties from meeting and negotiating by mutual consent.

ARTICLE 21 - 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 endeavoring to arrive at a mutually satisfactory replacement for such Article or Section.

ARTICLE 22 - TERM OF MOU

This MOU shall be effective on ~~August 10, 2021~~September 1, 2022, and terminate ~~August June~~ 30, ~~2022~~2023.

This MOU may be extended, modified, or amended; provided, that either party notify the other within ninety (90) days prior to the expiration date of this MOU of its desires, and both parties mutually agree in writing to the extension, modification or amendment.

ARTICLE 23 - NOTICE

Whenever a 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:

City:

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

Union:

Business Agent/Unit Representative
Stationary Engineers Local 39
3272 Fortune Court
Auburn, CA 95602

PARTIES SIGNATORY

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

INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY ENGINEERS
LOCAL NO. 39

CITY OF GRASS VALLEY

Bart Florence, Business Manager

Tim Kiser
City Manager

Jeff Gladieux, President

Brandy Johnson, Director of Public Employees

Stephen Hatch, Business Representative

Ralph Raper, Bargaining Team Member

APPROVAL OF MOU

Approval and adoption of this MOU is made this 13th day of September 2022 by the Grass Valley City Council.

ATTEST:

Ben Aguilar, MAYOR

APPROVED AS TO FORM:

Michael G. Colantuono, 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:

The employee should be supervised while delivering the specimen.

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

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

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

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

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

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

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

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

- D. Further items to be addressed concern the documentation procedures and consequences when an employee:
1. Refuses to submit a specimen; or
 2. Alleges that he/she cannot provide a specimen.
- E. Maintenance of confidentiality by facility and employer:
1. If the medical department does the testing and the results become part of the medical file, that file is protected under law.
 2. Stringent confidentiality is required by all departments of the City. Unless there is justifiable reason to know the test results, the information should be confidential.

APPENDIX C – CLASSIFICATIONS

The terms and conditions of this agreement shall apply to active covered employees employed by the City within the following classifications:

Maintenance Worker I	Assist. Equipment Mechanic
Maintenance Worker II	Lead Mechanic
Maintenance Worker III	Maintenance Assist.
Mechanic	Street Sweeper Operator

Treatment Plant Operator I	Water Dist. Operator in Training
Treatment Plant Operator II	Senior Treatment Plant Operator
Utility Maintenance Worker	Senior Maintenance Worker
Water Distribution Operator	Fleet Maintenance Supervisor
Plant Maintenance Mechanic	

Account Clerk I	
Account Clerk II	
Senior Account Clerk	Senior Admin Clerk
Accounting Technician	
Accountant I	Finance Technician
Finance Specialist	Police Evidence/Property Technician
Police Records Technician	

Engineering Tech I	
Engineering Tech II	Engineering Tech III
Engineering Tech	Engineering Tech Sr.
Animal Control Officer	Senior Animal Control Officer
Building Official	Community Services Analyst
Senior Planner	Associate Planner

Maintenance Worker I	Assist. Equipment Mechanic
Maintenance Worker II	Lead Mechanic
Maintenance Worker III	Maintenance Assist.
Mechanic	Street Sweeper Operator

Treatment Plant Operator I	Water Dist. Operator in Training
Treatment Plant Operator II	Senior Treatment Plant Operator
Utility Maintenance Worker	Senior Maintenance Worker
Water Distribution Operator	

The Union shall be considered the recognized bargaining agent for any classes certified to it by the Civil Service Commission during the term of this MOU. The City shall provide, upon request, a written list of all new hires and separations for all classes represented by the Union.

RESOLUTION NO. 2022-73

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY
ADOPTING AN AMENDED MEMORANDUM OF UNDERSTANDING WITH THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONERY ENGINEERS,
LOCAL 39 (UNIT #3) FOR THE PERIOD SEPTEMBER 1, 2022 - JUNE 30, 2023,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT**

WHEREAS, the labor negotiations team appointed to represent the City Council of the City of Grass Valley and representatives of the Operating Engineers, Stationery Engineers, Local 39 (Unit #3) have engaged in negotiations to update the labor Memorandum of Understanding (“MOU”) between the City and Unit #3; and

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

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

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council of the City of Grass Valley approves the updated Memorandum of Understanding for the Operating Engineers, Stationery Engineer’s Local 39 (Unit #3) for the period of September 1, 2022 through June 30, 2023 and authorizes the City Manager to execute said agreement.

PASSED AND ADOPTED as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 13th day of September 2022 by the following vote:

AYES: Councilmember
 NOES: Councilmember
 ABSENT: Councilmember
 ABSTAINING: Councilmember

 Ben Aguilar, Mayor

ATTEST:

APPROVED AS TO FORM:

 Taylor Day, Deputy City Clerk

 Michael Colantuono, City Attorney

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

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS, LOCAL 39 (UNION)
FOR AND ON BEHALF OF
THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #3
OFFICE TECHNICAL**

September 1, 2022 – June 30, 2023

July 1, 2021 – August 30, 2022

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MEMORANDUM OF UNDERSTANDING DESCRIBING SALARY, BENEFITS AND WORKING CONDITIONS BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL AND INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39 (UNION) FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #3 – OFFICE - TECHNICAL FOR SEPTEMBER 1, 2022 – JUNE 30, 2023 ~~JULY 1, 2021—AUGUST 30, 2022.~~

This Memorandum of Understanding, hereafter referred to as "MOU," is made and entered into by and between the City of Grass Valley, hereinafter referred to as "the City," or "Employer" and the International Union of Operating Engineers, Stationary Engineers, Local 39 AFL-CIO, hereinafter referred to as "Union".

The parties to this MOU have met and conferred in good faith on matters within the scope of representation pursuant to Section 3500 et seq. of the California Government Code and the City of Grass Valley's Employer-Employee Relations Resolution (No. 93-40).

ARTICLE 1 - UNION RECOGNITION

In keeping with the provisions of the City's Employer-Employee Relations Resolution, which is incorporated into this MOU by reference, the City recognizes the Union as the sole and exclusive representative of the Office – Technical Unit (Unit #3). The agreement applies to active covered employees employed in those classifications listed in APPENDIX C.

ARTICLE 2 - SUPPORT OF MOU

The City agrees that it shall not negotiate with any other organizations on matters for which Union is the exclusive representative of the Employees in the bargaining unit during the term of this MOU. Union agrees to negotiate only with the representative officially designated by the City to act on the City's behalf. 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 - UNION RIGHTS

Union shall have the following rights:

A. Union Access

Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.

B. Bulletin Boards

Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Union, and shall bear the date of posting and the date of removal. A copy shall be provided to the Human Resources Representative.

C. Use of Facilities

The City Manager or Department Head upon request may permit Union to use designated facilities, depending upon availability of space, for meeting purposes at no charge. No request for use of City facilities shall be unreasonably denied. City use of any facility will have priority over the Union use and may require Union to reschedule or relocate meetings. If a meeting is to be held at a City facility, an employee will be designated to insure meeting space is available and is properly secured and clean following the meeting.

D. Time Off for Meetings

Employees shall not be given time off work for Union meetings without the appropriate Department Head's approval for such release time for organized meetings with Unit members that may impact work hours or processes. Such requests will not be unreasonably denied.

E. List of Stewards

Union shall furnish the Human Resources Representative upon change, or as needed, a list of all stewards for Union. The City agrees to grant authorized officials and representatives access to designated City property to transact official Union business as provided for in this Article. Employee's Department Head will also be notified of Steward appointment.

F. Union Dues

Employees may sign up for Payroll Deductions of Local 39 dues with Local 39. Local 39 will certify to the City any new members of Local 39.

City agrees to deduct dues as established by Local 39, and premiums for approved insurance programs from the salaries of Local 39 members. The sum so withheld shall be remitted by the City, without delay, directly to Local 39 along with a list of employees who have had such amounts deducted. Local 39 agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members to the City.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and

the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Local 39 dues.

It shall be the sole responsibility of Local 39 to procure and enforce payroll deduction of dues.

Local 39 shall indemnify, defend, and hold harmless the City, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Local 39 dues which the employee was obligated to pay, but failed to pay regardless of the reasons.

Any Local 39 member who notifies the City of their desire to discontinue dues or otherwise withdraw from Local 39 membership shall be referred to Local 39. The City agrees to continue all dues deductions until notified of a deduction change by Local 39.

G. — Federal PAC Contributions

~~The City will deduct (\$—as determined by the Local 39 member) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the City and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Blvd. Sacramento, CA. 95834.~~

~~The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the City for the costs of such administration.~~

H.G. New Employee Orientation:

The City will provide Local 39 with 10 days' advance notice by email to Local 39 of any new employee orientation as provided under California Government Code §3556. A designated Local 39 representative will be given access and a reasonable amount of time without loss of pay during all new employee orientation meetings to communicate with the public employees that Local 39 represents to ensure the

effectiveness of state labor relations statutes, meaningfully communicate through cost-effective and efficient means with the public employees on whose behalf it acts, and afford Local 39 representatives an opportunity to discuss the rights and obligations created by this MOU and the role of Local 39, and to answer questions.

The City will provide Local 39 by email to Local 39 a list of the name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address of any new employee in Local 39's bargaining unit within 30 days of hire or by the first pay period of the month following hire as provide under California Government Code §3558.

The City will provide Local 39 by email Local 39 a list of all employees in Local 39's bargaining unit at least every 120 days. The list will include each employee's name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address.

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

HH. Part-time Employees

Permanent part-time employees working 20 hours or more per week or 1,000 or more hours per fiscal year shall be covered under this MOU. Section "G" does not apply to non-permanent temporary or seasonal employees.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES **PROCEDURAL PREROGATIVES**

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

Union recognizes and agrees that the City, on its own behalf and on behalf of the electors of the City, retains and reserves unto itself, limited only by the articles of this MOU, 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.

Union 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.

Union recognizes and agrees that the City's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, and the outside purchases of products or services; the right to introduce new or improved methods and facilities and to otherwise take any action desired to run the entire operation efficiently, except as modified by this 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 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 provisions 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 normal working days during that period. Payroll checks will be available the ensuing Friday by noon following the end of the pay period. Direct deposit pay checks will have funding available on the morning of the Friday payroll date, pending release by the employee's bank, on the Friday payroll date.

B. Work Periods/Days

1. The normal work period shall be forty (40) hours per week for each full-time employee.
2. The normal work day means each day on which an employee performs a normal working shift of eight (8) hours, including holidays and Saturday and Sunday for those Employees who work other than the regular Monday through Friday week. All time appropriately authorized in excess of eight (8) hours per workday shall be administered pursuant to Article 7 for nonexempt

employees. Nothing in this section shall prohibit the establishment of alternative work schedules, as long as said schedules are not established for the sole intent of avoiding overtime.

3. Employees may request the establishment of alternative/flexible work schedules for their position. All requests must be submitted in writing to the Department Head. Any alternative/flexible schedule must be approved by the City Manager upon recommendation of the Department Head. Permission to work an alternative/flexible work schedule may be revoked by the City by giving two weeks notice to the employee. The decision to approve or revoke the alternative/flexible work schedule is not grievable.
4. Exempt employees are expected to work whatever number of hours is necessary beyond normal workdays, periods, or weeks without additional compensation to accomplish their duties and responsibilities.

C. Calculation of Compensation

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

Exempt employees are paid 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, for project or program time, or for assessing staff patterns.

D. Lunch Periods

Nonexempt employees are provided with an uninterrupted lunch period of one hour or one-half (1/2) hour for each eight (8) hours of work, or alternative work schedule.

E. Rest Periods

1. Nonexempt employees are provided two paid fifteen (15) minute breaks, one during the first half of the shift and another during the second half of the shift. During breaks, employees are considered to be under the direction and supervision of the City. Rest periods will generally not be taken within one (1) hour of an employee's start or end time.
2. Rest breaks will normally be taken at the assigned worksite. Employees may, with the supervisor's permission, leave the area as necessary to take care of their personal needs. Employees may be required to use the closest reasonably accessible facility for that purpose.

F. Weekend Work Schedule

Weekend work schedules shall be assigned to those qualified to perform the assignments by agreement. Should no mutual agreement be reached then the

assignments shall be made on a reasonable, rotating basis. Employees may have the option to work weekend assignments as part of a mutually agreed upon alternative work schedule or adjusted schedule for a specific period of time.

ARTICLE 6 – SALARY SCHEDULE/COMPENSATION

A. Salary Increases

- Effective ~~July 1, 2021~~September 1, 2022, the City shall implement a 5% COLA.

B. Work in Higher Class

If a regular full-time employee is temporarily assigned to a position in a class with a higher salary range, the temporary assignment shall be treated as a promotion, provided the employee performs or is available to perform, to a significant extent, the essential duties of the higher class. The salary of such employee shall be determined in accordance with this Agreement. In any case the employee will be compensated a minimum of five percent (5%) above his or her current base salary. If the employee meets the minimum qualifications of the position, then he or she will be placed within the range of the higher position. Upon termination of such transfer or assignment, such employee shall be restored to the position from which he or she was transferred or assigned and to the salary and step which such employee is entitled to receive at the date of such restoration, including any merit increase to which he or she is entitled. Such temporary transfer shall not affect any employee's salary anniversary date.

If the appointing authority and the affected employee agree that the employee be assigned on a temporary basis for training purposes, no upgrade in compensation will be due the temporarily assigned employee. In no case shall such training be for more than a cumulative total of one (1) pay period, provided that no technological change has occurred in the higher position since the training.

The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions. Out of class assignments in excess of 90 days must be reviewed by the Finance Director who will make a recommendation to the City Manager. The City Manager must give approval for out of class assignments that exceed 90 days. The City will notify the Union of any out of class assignment that exceeds the 90-day limit.

C. Special Project Pay

Special Project Pay of no less than 5% may be paid in addition to base wages for employees assigned a significant job assignment outside their usual scope of work and not typically performed in another City job classification. Such special project pay must be recommended by a Department Head and approved by the City Manager and

will be at the sole discretion of the City to consider granting such pay. Such pay will only be provided for the duration of the project work being performed and is intended to have a finite project end date. The assignment of this pay shall not be used as a device to circumvent an employee being reclassified to a higher paying position.

Special Project assignments in excess of 90 days must be reviewed by the Finance Director who will make a recommendation to the City Manager. The City Manager must give approval for special project assignments that exceed 90 days. The City will notify the Union of any special project assignments that exceeds the 90-day limit.

D. Shift Differential

Shift differential will be paid to nonexempt employees as follows:

1. If an employee is assigned to weekends as part of their regularly scheduled workweek, the employee will be entitled to a 5% shift differential for all regularly scheduled hours worked on Saturday and/or Sunday including any overtime.
2. If the majority of an employee's regularly scheduled work shift is worked after 6:00 p.m. and before 6:00 a.m., the employee will be entitled to a 5% shift differential for all regularly scheduled hours worked including any overtime.
3. An employee whose regularly scheduled work shift includes hours worked after 6:00 p.m. will be paid a 5% shift differential for all hours worked after 6:00 p.m. until the end of the shift including any overtime.
4. Under a mutually agreed upon alternative work schedule that includes hours or days outside of those defined in Section D the shift differential may be waived.

E. Split Shift Differential

Nonexempt employees who are required to work a split shift will receive a 5% shift differential for all hours worked.

F. Rules for Use of Salary Schedule

1. Pay Range - Pay ranges for each classification will be adopted by the City Council. Each classification within a department has an applicable range consisting of 5 steps.
2. Appointment from Eligibility List - All appointments from a listing of eligible candidates will enter the probationary period at the base salary of the range applicable to the classification. The City Manager, Finance Director and Department Head may recommend elevation in the entry level to compensate for education and experience not to exceed 5% (one step). An additional 5% (one step) may be approved by the City Manager based on the Department Head recommendation and education and experience of the applicant. The City Council may approve hiring at any rate within the pay range.

3. Merit Step - 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 the City Manager finds the Department Head 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 6 months following their initial review date.
4. Administrative Distinction Pay – An Employee is eligible to receive Administrative Distinction pay once every other year under the following conditions:
 - a) Employee has been at the fifth (E) step of his/her salary range for two or more years;
 - b) Employee has received two consecutive “exceeds expectations” performance appraisals;
 - c) Employee has not received documented written reprimand or disciplinary action during the same two year period;
 - d) Employee’s Department Head recommends award documenting the Employee’s contribution to or achievement on behalf of the City;
 - e) Approval of the City Manager;
 - f) Upon approval, Employee receives a lump sum gross check equivalent to 2.5% of his/her regular yearly base pay.
5. Promotions - When an employee is promoted to a position in a higher pay range, the employee will be placed at the minimum of new range, or at a level in the new range to provide a minimum 5% pay increase, provided the new pay rate upon promotion may not exceed the top of the pay range. The date of the promotion will establish a new anniversary date for the employee’s future performance evaluations. Should a promotion occur concurrently with the employee’s evaluation, and the employee is eligible for a merit increase, the merit increase is to be included in the base salary before the promotion.
6. Reduction in Force - Upon reduction in force, regular employees appointed to jobs with a lower pay range shall be given the next step in the lower range than the range from which he/she was reduced. The anniversary date for future annual evaluations will be the date of the appointment to the new job, other than for demotions that are voluntary.
7. Transfer - An employee transferred from one department to another in the same classification/grade will continue to receive the same salary and will have no change in their anniversary date.
8. Allocation to a Classification with Lower Salary Range - If the salary range of the new class to which an employee's position is allocated has a maximum lower than that of his/her current class, but not lower than his/her actual salary, he/she should continue to receive his/her present salary until his/her next anniversary date, which remain unchanged, at which time he/she will be eligible for a merit increase in the new range. If the top of the new range is

lower than the current salary, then the salary will be reduced to the top of the new range effective the next full pay period.

G. Educational Incentive

The City shall offer an Academic Education Incentive program with a maximum cumulative ceiling of 7.5% (seven and one-half percent) of base salary. Only certificates and degrees granted by accredited institutions, which are above the minimum educational requirement of the employee’s position which enhance the employee’s abilities and contribution, and demonstrated in writing to the Department Head will be considered. College units obtained to qualify for an incentive cannot be compounded to qualify for an additional incentive. For example units used to obtain an AA and then utilized to obtain a BA cannot yield incentives for both degrees. The incentive will only be provided for the highest degree. Incentives will not be provided for multiple degrees at the same level (i.e. two A.A. degrees). If an application for this benefit is denied, it is grievable.

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

<u>Certificate/Degree</u>	<u>% of Base Salary</u>
Certificate with a minimum of 30 semester units	1.25% (max 2.5%)
Associate of Arts/Science	2.5%
Bachelor of Arts or (Not cumulative with AA or AS) Bachelor of Science	5%
For positions that require a Bachelor’s Degree as a minimum qualification only:	
Master of Arts or Master of Science	2.5%

H. Certificates and Licenses

1. City Required Certificate or License for Specialized Work - 1.25%
Incentive pay only applies when the City requires the certificate and the certificate is utilized to meet specific requirements. (Maximum incentive is 2.5%. If not required to utilize the certificate, the incentive will not apply.
2. The City agrees to pay for required certification and/or licensing renewal fees for employees. At the discretion of the Department Head the City also agrees to pay for renewals of certifications and/or licensing when such certification and/or licensing is deemed relevant and valuable to the professional execution of assigned duties of employees.

I. Interagency Work

Assigned employees shall receive compensation for Interagency Agreement Work. Employees shall receive hourly compensation, including time and one-half (1 ½) pay, portal to portal, for work performed in accordance with interagency agreements. No premium pay.

ARTICLE-7-OVERTIME; CALL BACK; STANDBY; COURT TIME; SNOW DAYS (NONEXEMPT EMPLOYEES):

- A. Overtime**
1. Policy - It is the policy that overtime work be discouraged; that each Department Head arrange the work of his or her department so that full-time Employees shall normally work not more than eight (8) hours per work day or more than five (5) consecutive work days consisting of forty (40) hours without at least one (1) day off, or more than eighty (80) hours in any pay period, and that overtime work be held to a minimum consistent with the efficient performance of necessary functions. Hours are subject to modification based on mutually agreed upon alternative work schedule.
 2. Overtime Defined - Overtime is authorized time worked in excess of eight (8) hours in a normal day or forty (40) hours per week. Subject to modification based on mutually agreed upon alternative work schedules. All work authorized as overtime shall be calculated at the overtime rate which is one and one-half (1 1/2) times the regular hourly rate of pay (such calculation being non-cumulative for the same hours).
 3. Authorization for Overtime Work - Overtime work not specifically authorized by the City Council shall be performed only upon express authorization of the Department Head or designee empowered by the Department Head to authorize the same.
 4. Reporting Overtime - Total hours of authorized overtime for each pay period for each employee shall be reported on a Time Card and shall be signed by the Department Head or designee. The total hours of prior accumulated compensatory time taken off during each pay period shall be likewise reported.
 5. Fringe Benefits Not Affected by Overtime - Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of required periods for probation or salary step advance.
 6. Compensation for Overtime:
 - a. Compensation of overtime and holidays shall either be paid at the rate of time and one-half or accrued as Compensatory Time Off as determined by the Department Head subject to the rules as stated herein.

- b. Employees may, upon the prior request of the employee and prior authorization of the Department Head, accumulate Compensatory Time Off in lieu of overtime pay, or receive overtime pay for that pay period. Provided, however, in no event shall an employee be allowed to accumulate in excess of two hundred and forty (240) hours Compensatory Time Off. In the event an employee has accumulated two hundred and forty (240) hours Compensatory Time, payment of overtime shall be automatically made unless mutually agreed otherwise by the City Manager and the employee. Compensatory time accrual is at discretion of employee, however, the department on an annual basis may schedule time off to reduce the ceiling to one hundred and eighty (180) hours.
- c. In calculating the base for overtime/compensatory time consideration, vacation time of more than two days (16 hours) in the subject work week shall not be considered as qualifying in calculating "hours worked" for overtime purposes.
- d. The balance of any accumulated Compensatory Time shall be paid upon termination of employment or under such other circumstances as authorized by the City Manager.

B. Call Back Time

Call back time shall be that time an employee is called back to work by the Department Head or designee before or after a normal work day, when an employee is required to work on a normal work day off by the Department Head 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, may at the choice of the employee be accrued as Compensatory Time, or taken as pay subject to the same rules for compensation for overtime provided above.

C. Telephone Call Back Pay

When an employee is contacted at home for the purpose of work and said work can be completed at home over the telephone or through other technology, the employee shall be compensated in 15 minute increments with call back pay at the overtime rate. A call lasting less than 15-minutes shall be compensated for 15-minutes.

D. Standby Time

- 1. Standby time shall be that time an employee is designated by the Department Head to be available on immediate call on normal days or hours off, or that time an employee is designated by the Department Head to be available on immediate call on holidays.
- 2. Standby time will be calculated at straight time using the terms noted below:
 - a. Weekend - That standby period shall begin at the end of the shift each Friday afternoon, and shall continue until the beginning of the shift the following Monday.

- i. Compensation rate - 7.5 hours, may be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
 - b. Weekly - That standby period shall begin at the end of the shift on each Tuesday afternoon, and shall continue until the beginning of the shift the following Tuesday (Excluding the 40 hours of regular work week).
 - i. Compensation rate - 20 hours, may be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
- 3. If only one employee is on standby and additional employees are needed to perform an assignment, treatment plant employees who are on separate standby status shall only be used when other eligible employees are not available. If multiple employees divide a single week's standby assignment, the standby pay shall be divided pro-rata among the employees who have made themselves available.
- 4. If an employee's standby period, as defined in 7(D)(2) contains a holiday, and if the employee is not called during the holiday, the employee shall be compensated with two (2) hours overtime in addition to their regular standby pay, which may be taken as pay or Compensatory Time Off subject to the same rules for Compensation for Overtime provided above.
- 5. Any time an employee on standby time as ~~described in section 7(E)(2) or 7(E)(4)~~ is called to work, the employee shall receive as compensation, callback time as defined above in section 7(B) in addition to the standby time set forth in subsections 7(D)(2)(b).
- 6. If the City desires to change the beginning and ending time of standby coverage without impacting the total number of hours of coverage, the City will meet and consult with Local 39 prior to implementation to discuss the impact of this change.
- 7. Substitutions are allowed. All substitutions are the responsibility of the standby employee who has rotated to service. Substitutions shall normally be from the standby list. Prior supervisor approval is required in order to use someone who is not currently on the list.
- 8. Any time an employee on standby is called to work, they shall receive "Call Back Pay" at the rate prescribed in the MOU. "Call Back Pay" for standby will require a physical presence as a response to a standby call. Phone calls to confirm or coordinate a response or service shall not constitute "Call Out" unless those calls are made while physically present at the "Call Out" site. "Call Out" shall not constitute the exchange of the standby log from one standby shift to the next. Phone calls to employees who are not on standby will be paid in 15-minute increments.
- 9. Comp time conversion will remain as stated in the MOU under compensation for overtime.

10. If standby personnel require assistance and cannot get a response, any other personnel currently on a standby rotation may be called for assistance unless they are unavailable due to working in their own area.

D. Shift Change Notice

Employees shall be given at least five (5) days notice of a shift change. In the absence of such notice, the employee shall receive a 5% differential over base salary for each day in which the notice was not given (i.e. 5 day notice – no differential; 4 day notice - 1 day differential, etc.). If a shift change with less than five days notice is initiated by or agreed to by an employee, no shift change differential shall apply. Excludes shift change impact when required due to responding to an emergency (i.e. snow storm, flood, fire, etc.).

E. Court Time

Court time and compensation for that time, is defined as that period 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. An employee will not be granted court time during the same time period that callback time or standby time is available. Court time may be paid or accrued as compensatory time in the same manner and subject to the same rules as overtime is compensated and shall be computed on the basis of two (2) hours or the actual amount of the time the employee is required to appear in court, whichever is greater.

If an employee is subpoenaed to appear in court on work related matters, the employee shall be paid his/her normal salary for the regular work time missed.

ARTICLE 8 - LEAVE

A. Absence From Duty

The absence of an employee from duty and the reason for absence shall be reported by the employee to their immediate supervisor, who in turn will notify the Department Head. The return of an employee to duty shall likewise be reported. Unauthorized absence from duty is sufficient cause for termination of employment. Unauthorized absence from duty for five (5) consecutive days shall be deemed a resignation from City employment.

B. Sick Leave

Employees shall be entitled to accrue 8 hours of leave for each calendar month of service (3.69 hours per pay period). After one (1) month of employment, the employee shall be entitled to use accrued sick leave, which may be integrated with SDI or Workers' Compensation benefits if the injury or illness necessitating the employee's absence from work is reported to the Department Head within 14 calendar days of the occurrence of the injury or illness. If any employee does not take the full amount of sick leave allowed in any calendar year, the amount not taken may be accumulated from year to year without limit.

C. Sick Leave Usage

1. Sick leave accrual, if available, will be used for the following circumstances:
 - a. The absence from duty of an employee because of his/her illness, pregnancy, injury or related complications; quarantine due to contagious disease.
 - b. 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);
 - c. 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);
 - d. The City 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, or in a care facility.
2. Sick leave due to a medical appointment must be approved in advance by the employee's immediate supervisor or Department Head. Other leaves provided for due to illness or medical complications shall be provided consistent with other leave conditions provided herein and within the Federal and State Family Leave Act
3. Sick leave is defined to mean the absence from duty of an employee because of illness, pregnancy or related complications, quarantine due to exposure to contagious disease, attendance upon a member of his/her immediate family seriously ill and requiring the care and attention by such employee, or medical appointment. Other leaves provided due to illness or medical complications shall be consistent with the Federal and State Family Leave Acts.

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 Department Head, a certificate of sickness or disability prepared by a regular, licensed and practicing physician prior to entitlement to sick leave pay. All employees whose absence from duty because of sickness extends beyond one (1) calendar week shall cause a report or certificate by a regular, licensed and practicing physician to be filed with the Department Head when requested. Certificates filed under this section shall certify the employee's inability to return to work. If no certificate is filed disciplinary action may be taken.

The Department Head may require any employee to furnish a certificate of illness or disability completed by a regular, licensed and practicing physician

at any time they are aware of information or have reason to believe that an employee is abusing the sick leave privilege.

D. Extended Medical Leave

Those employees who have been granted an approved extended medical leave shall not, as a matter of course, be required to provide weekly verification of their medical condition. The City reserves the right to require such verification if the Department Head has reason to believe it is appropriate. Failure of an employee to supply the requested verification of medical condition is sufficient cause for termination of the extended medical leave. In the event that a unit member faces termination for the sole reason of exhaustion of leave, the City shall meet with the Union to endeavor to reach an agreement on alternatives such as disability retirement, etc.

E. Bereavement Leave

Employees shall be granted leave of absence with pay not to exceed 40 hours per year, noncumulative, 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, 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, or any relative living in the immediate household of the employee. It shall be the responsibility of the department to account for such leaves. Leaves of more than 40 hours, if approved, shall be charged against sick leave or other accumulations.

F. Vacation Leave

For each completed payroll period of service or portion thereof an employee shall receive credit for vacation pay in accordance with the following schedule:

	Up to two 2 years 80-88 hours per year (3. 08-38 hrs per pay period)
	2 years, one day to 5 years	96-104 hours per year (3-694.00 hrs per pay period)
	5 years, one day to 10 years	120-128 hours per year (4. 62-92 hrs per pay period)
	10 years, one day and over	160-164 hours per year (6. 15-31 hrs per pay period)
	20 years, one day and over 176 hours per year (6.78 hrs per pay period)

All vacations will be at such days and time as his or her Department Head has approved and will be without loss of pay. Vacation accrual earned will be available for use in the pay period following its accrual.

Employees shall be permitted to accumulate the unused portion of vacation 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. With the first pay period of January of each year the maximum number of accrued hours will be reset to 320 hours.

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 Department Head, may upon request of the employee, request the City Manager to consider the reason(s) for exceeding the cap and may be granted 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 90 day extension may be granted.

G. Holidays

Holidays are those days or hours designated as such by or pursuant to this MOU, City ordinance or resolution. 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. The Holiday will be the day as observed by the City. The value of a Holiday is 8 hours.

Recognized holidays shall include:

New Year's Day	Veterans' Day
Martin L. King Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
July 4th	Christmas Day
Labor Day	

If the holiday falls on a Saturday, it will be observed the Friday prior to the holiday. If the holiday falls on a Sunday, it will be observed the Monday following the holiday.

~~Thirty-two~~ Twenty four hours (~~3224~~) of floating holidays per fiscal year, non-accruable, may be taken on a day of the employee's choice with the prior approval of the Department Head 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 and whose last work day as a paid employee is the date before a holiday shall not be credited for that holiday. If an employee is on an extended

medical leave and has exhausted his/her accruals, they will not receive credit for holidays.

H. Jury Duty Leave

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

I. Family and Medical Care Leave

Per State and Federal Regulations, Family and Medical Care and California Family Rights Act leaves are available for employees who qualify. Information on leaves is posted in the work area and further information is available from the Human Resources Representative.

These leaves may be taken for the birth/adoption of a child, to care for a child, spouse or parent who has a serious health condition or for an employee's own health condition which makes an employee unable to perform the essential functions of his/her job. If an employee is a regular full time employee, with more than one year of continuous service, or have worked more than 1250 hours during the previous 12 months an employee is eligible to request a leave. If this leave is granted, upon an employee's return, an 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 (holiday, CTO, vacation – in that order). 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 or CFRA leave not associated with the serious health condition of him or herself or an eligible family member, sick leave hours accrued may not be used.

Whenever possible, an employee must provide at least 30 days written notice that he/she wishes to take a leave of absence. When this is not possible an 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 cost of an employee's health care coverage while on a Family and Medical Care Leave less any portion of the premium an employee is required to pay will be paid for by the City for up to 12 weeks. If you do not return from your leave, you will be responsible for reimbursing the City for the insurance premiums paid on your 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 leave.

J. Family Care School Partnership Act

This act provides that employees who are parents, guardians or grandparents who have custody of a child enrolled in a California public or private school, kindergarten through twelve or a licensed child day care facility may request to take up to 40 hours each year, (with a maximum of 8 hours in a calendar month) to participate in their child's school/day care activities.

Verification may be requested by the employer. Employees shall be entitled to take advantage of the Family Care School Partnership Act without loss of benefits. Time off taken under this Leave shall, at the employee's election, be either approved unpaid leave or paid by using available compensatory or vacation time.

K. Paid Administrative Leave

Paid Administrative Leave time may be used by the City to maintain an employee's economic interests while directed not to report to work. Paid Administrative Leave may also be used to account for leave time not otherwise specified in this MOU. ~~For the term of this MOU employees will be granted 40 hours of Paid Administrative Leave to be used during the term of this MOU. The 40 hours provided for in this paragraph shall have no economic value if not used by the term of MOU or severance of employment. Scheduling of the use of the 40 hours is to be the same as other leave requests.~~

L. ~~Management Leave~~

~~Exempt employees shall be authorized 72 hours of management leave per fiscal year. Management leave does not accrue or vest as a right to the employee. Unused time will be forfeited at the end of the fiscal year.~~

~~———— New exempt employees will receive 18 hours of Management leave for each remaining full quarter of the fiscal year. Time will be granted at the time of hire. Management leave does not accrue or vest as a right to the employee. Unused time will be forfeited at the end of the fiscal year.”~~

ARTICLE 9 – RETIREMENT**New Member Employees:**

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System.

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is not eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six months.

Classic Member Employees:

- A new hire who was brought into CalPERS membership for the first time before January 1, 2013.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of less than six months.

A. Classic Member Retirement Benefits

1. Employees designated as "local miscellaneous members" by the City are currently provided retirement benefits under the Public Employee's Retirement System's Local Miscellaneous 2.5% at age 55 Formula.
2. Employees are also provided retirement benefits under Social Security

B. Classic Member Retirement Contributions

1. The City shall pay the employer contribution rate to the extent and limits required by the Public Employees' Retirement System and Social Security.
2. Classic Member employees will pay the full employee's contribution to PERS.
5. The employee shall pay the full amount of the employee's contribution rate to Social Security. The City will pay the employer contribution.

C. New Member Retirement Benefits

New member employees hired after to January 1, 2013 shall have the PERS 2% @ 62 formula, as provided by the terms of the contract in effect between the City and PERS.

D. New Member Retirement Contributions:

The employee contribution rate shall be 50 percent of the "normal cost" rounded to the nearest quarter of 1 percent, as determined by PERS.

E. 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 minimum retirement age. The term "minimum retirement age" is the age at which an employee first becomes eligible to receive a disbursement of a retirement benefit under the terms of the employee benefit plan described in section A of this Article. The term "eligible employee" is limited to those employees who leave City employment for the sole reason of retiring under a PERS regular service retirement, disability retirement, or industrial disability retirement provision.
2. The benefit provided under the terms of this section shall be a one-time lump sum payment, 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. For employees with ten or less years of service, the calculation will be 50% of the straight time value of the retiring employee's accumulated but unused sick leave. Employees with more than ten years of service will receive an additional 2.5% per full year of service over ten years. 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 minimum retirement age as defined in this sub-part. The straight-time value of the retiring employee's sick leave days shall be computed solely and exclusively on the basis of the non-overtime normal 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.
3. Consistent with the sick leave provisions of this MOU, any employee whose employment with the City terminates for any reason prior to attaining minimum retirement age forfeits all accumulated but unused sick leave hours, and shall not become entitled or eligible to receive any benefits under the terms of this section even if the employee is subsequently re-employed by the City. Any rehired or reinstated employee shall begin to accrue sick leave hours as if they had never worked for the City previously. The benefit provided in this section shall not arise or vest, 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 Department Head and/or Human Resources Representative 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.

F. Retiree Health Insurance Benefit

1. Any employee retiring after July 1, 2006 from the City under PERS, after 25 or more years of City service, is eligible for the following retiree health insurance benefit. It is not a requirement that an employee participate in CalPERS health plans to receive this benefit.
 - a. \$250.00 per month, not including the statutory administrative fee for PERS coverage. To receive this benefit a retiree must provide annual evidence of health insurance coverage to the Human Resources Representative.
2. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer if employed by such employer or receiving coverage through Medicare. If a retiree covered under another employer's group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

ARTICLE 10 - HEALTH AND WELFARE**A. Insurance Benefits**

Effective January 1, 2020 the City's total Medical contribution shall be as follows:

Employee	\$ 815.00
Employee plus 1	\$1,625.00
Family	\$2,133.00

1. 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.
2. 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.
3. Information on the plans selected for members shall be available to new employees at orientation. For further information or for help with questions the employee may contact the Human Resources Representative.
4. All benefits shall be subject to the standard provisions as set forth in the policy or policies, or PERS regulation.
5. 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 of disability coverage, eligibility, premium rate and group membership decisions shall not be subject to the Grievance Procedure.

6. The City agrees to supply life insurance for each regular employee in the amount of \$50,000, \$5,000 per spouse and \$1,500 per dependent. The increase in benefit is not subject to the cost sharing formula stated in item #1.
7. Income Protection Insurance - The City shall provide without cost to the employee an Income Protection Insurance Program that shall insure a unit employee's income to a maximum of sixty-six and two-thirds (66 2/3) of monthly earnings with a ceiling of four thousand nine hundred ninety-nine (\$4,999) dollars in calculated base, reduced by other income. The City shall contribute a maximum of one (1) percent of Unit payroll toward the premium. Conditions of coverage shall be controlled by the master MOU with the insurance company.

B. Short Term Disability Insurance

So long as it is available on a bargaining unit-wide basis only, and solely at employee expense, the City agrees to take the necessary steps to enroll the employees in the bargaining unit in the State of California State Disability Insurance Program. It is understood and agreed that any such program will be on an integrated basis (with sick leave or other accruals, as appropriate) and funded by employee payroll deductions. If a less expensive optional STD Insurance program is available, the City and Union will meet to allow the change for the employee group.

ARTICLE 11 – SAFETY

A. Safe Conditions, Equipment and Duties

1. The City and its employees agree to maintain a safe and healthful place of work and to maintain safety as well as sanitary conditions in accordance with all applicable state laws. Unsafe working conditions or hazardous jobs which jeopardize the health and safety of the employees shall be directed to the attention of the City. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. The employees and the Union shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.
2. The City shall provide all needed and/or necessary safety equipment for the employee(s) to perform the normal tasks of their respective classification(s). These devices and equipment shall be customary safety appliances to safeguard the employees against danger to health, life and limb. The City will make available to the employees updated training programs on safety matters and issues as it deems necessary. Such training will be provided as the City deems necessary and will include, but shall not be limited to, training on first aid, cardiopulmonary resuscitation (CPR), toxins and corrective procedures in dealing with toxins.

3. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.

B. Employee Alertness

1. The most effective safety equipment an employee possesses is an alert mind. Conversely, employees whose judgment, reactions and analytical processes are impaired or influenced by alcohol or drugs pose a risk to themselves, their co-workers 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 a unit employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means to protect the safety of employees in the unit. Union and the City have reached complete MOU on a drug and alcohol policy incorporated herein by reference. The parties to the MOU, therefore, wish to evidence their MOU to the concept of accurate drug and alcohol testing implemented with adequate safeguards to preserve employee privacy and prevent abuse.

C. Drug, Alcohol and Substance Abuse Policy

A model "Chain of Custody" procedure as set forth in Appendix "B" is incorporated herein by reference to this MOU and will be utilized in the City's contracts for testing services.

D. Employee Assistance Program

The City has established an Employee Assistance Program. This program provides confidential counseling help for employees and their families. This benefit allows for three visits per year per family member, at no cost to the employee. This program endeavors to provide counseling services for personal problems related to marital/family, relationship problems, alcohol or drug abuse, stress related problems, depression, and other types of psychological problems, for employees in need of such referral and intervention.

E. Safety Boots/Shoes

The City shall provide appropriate foot protection for employees who are exposed to foot injuries from electrical hazards, hot, corrosive, poisonous substances, falling objects, crushing or penetrating actions, which may cause injuries or who are required to work in abnormally wet locations.

ARTICLE 12 – REDUCTION IN FORCE AND RE-EMPLOYMENT

A. Finding for Reduction in Force

When the City Council has made a finding that for reason of lack of work or lack of funds, that a reduction in service is needed, the City will meet and confer with Union to explore alternatives such as: early retirement incentives (i.e. “golden hand shake”), transfer opportunities, training and development assignments, and voluntary layoff, to mitigate the impact of layoffs.

B. Voluntary Furloughs

Voluntary furloughs/hours reduction may be made on an individual basis. Voluntary hours will be integrated into imposed involuntary hours.

C. Involuntary Furloughs

Involuntary furloughs or reductions in hours may be imposed on a uniform basis by class within a department, but not to exceed 40 hours per fiscal year. Furloughs will be implemented in not more than 40 hour increments, after meet and confer regarding the impact on unit members resulting from the involuntary furlough. If additional involuntary furlough hours up to 40 hours for a total of 80 hours per year are requested, the meet and confer process will be used to determine the impact of the additional furlough hours. If an agreement cannot be reached regarding the use of the additional 40 hours of involuntary furlough, the City has the option of reducing the work force through layoffs.

1. In lieu of taking actual furlough time, employees may individually elect to pay a higher portion of the 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 will be taken off. Savings must be achieved within the same fiscal year as the assignment of furloughs.
2. Insurance benefits, leave accruals, retirement service credit, and related benefits will continue at the employee’s regular rates as if no reduction in time had occurred.
3. The City may request to have specific classifications or employees exempted from the involuntary furlough program due to work load demands, limited staffing or other reasons. Union and the City must mutually agree to any exemptions.

D. Treatment of Employees Laid Off

1. Layoff Authority – The City may lay off employees pursuant to the following procedures:
 - a. The City will notify Union of those positions pending layoffs at least five (5) working days prior to the notification of layoff to employees.

- b. The City will notify affected employees at least two (2) weeks prior to actual layoff date or provide 2 weeks severance pay to the employee in lieu of notice.
- c. The City will provide Union with the opportunity to meet and confer regarding alternatives to layoffs and the impacts of the layoffs.
- 2. Reasons for Layoffs – The City may layoff an employee when necessary for reasons of lack of work or lack of funds.
- 3. Employment Status and Order of Layoff – Layoffs will be made by class and grade within a department. In each class and grade, within a department in which there is to be a layoff or reduction, employees shall be laid off according to employment status in the following order by class and grade:
 - a. Extra help and temporary employees shall be laid off, in an order determined by the City, before any permanent part-time probationary employees.
 - b. Permanent part-time probationary employees within the department shall be laid off, in an order determined by the City, before any full-time probationary employees.
 - c. Full-time probationary employees in the Department shall be laid off, in seniority order determined by the City, before any permanent part-time employee.
 - d. All permanent part-time employees, hired after July 1, 2009 in the department shall be laid off, in seniority order determined by the City, before any regular full-time employees.
 - e. Full-time permanent and permanent part-time employees.
 - i. In case there are two or more full time permanent employees in the class and grade, the layoff will be conducted by inverse order of seniority in City service, EXCEPT where an employee was designated at the time of hire to possess special skills essential to the City.
 - ii. An employee may request a voluntary lay off or reduction rather than cause some less senior employee to be laid off. If the employee is laid off, they are entitled to have their name placed on the re-employment list provided for in paragraph F of this section.

E. Bumping Rights

- 1. An employee who is laid off and has seniority rights shall have bumping rights to the same or lower class and grade within the City wide classification series in which they are currently employed and for which they possess the necessary qualifications.
- 2. If an employee does not have seniority rights within the classification series, then the employee may elect to “bump” to a position previously held, provided they have seniority rights and currently meet the position qualifications.

3. No employee shall be allowed to “bump” to a class for which they do not possess the minimum qualifications.
4. An employee whose position must be laid off and who requests a voluntary reduction or lay off rather than cause some less senior employee to be laid off is entitled to have their name placed on the re-employment list.
5. Total City seniority shall mean an employee’s length of employment starting from the most recent date of employment or re-employment in a regular position. For purposes of calculating seniority, time spent in a temporary status prior to appointment to a regular position will not be included.
6. Employees retreating to a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be above that received in the class from which the employee was laid off.
7. The bumping rights process provided for in this MOU are effective the same date as the final ratification of the MOU by the parties.

F. Re-Employment List

1. In accordance with Article IX, Section 8 of the City Charter, whenever a position in any class is to be filled, unless filled by reduction of rank as provided above, it shall be filled in the following order:
 - a. from the re-employment list for that class;
 - b. from the promotional register of eligible for that class;
 - c. from the appropriate competitive register of eligible.

The names of persons laid off, or reduced in accordance with these rules, shall be entered upon a re-employment list in the inverse of order specified for layoff. Such list shall be used by the appointing authority when a vacancy arises in the same class/grade of position before certification is made from an eligible list. When a vacancy occurs, the appointing authority shall appoint the person highest on the re-employment list who is available. One refusal shall cause the incumbent’s name to be stricken from the list.

Names of persons laid off, or reduced in lieu of layoff, shall be retained on a re-employment list for a 24 month period, except for those names of persons appointed to regular positions of the same level as that from which laid off shall, upon such appointment, be dropped from the list. Persons reduced or re-employed to a lower class or re-employed on a temporary basis shall be continued on the list for the higher position for an additional 6 months. A person appointed from a layoff list shall have no seniority accrued, except active service. A person appointed from a layoff list shall be given accrual rates for vacation, sick leave, etc. based on total service time with the City. A person appointed from a layoff list within the first 12 months shall have previous accruals (i.e. sick leave), not paid out at the time of layoff, fully restored.

G. Alternatives to Layoffs

1. After finding that a layoff of Union represented positions is to be recommended to the City Council, the City shall meet with Union to explore alternatives to laying off workers such as: early retirement incentives, transfer opportunities, training and development assignments, and voluntary layoff.
2. If, after alternatives have been exhausted, layoffs have been approved by the City Council, the City shall make the following referrals to services available, at no additional cost to the City:
 - a. Employee Assistance Program counseling;
 - b. Job counseling (including resume preparation, interview skills, updated information on completing applications, networking skills);
 - c. Access to public information provided in a public space regarding employment opportunities in surrounding cities and other agencies with whom the City has contacts;
 - d. Such services shall be provided by the City for a period not to exceed three calendar months from the date of layoff.

ARTICLE 13 PERSONAL PROTECTIVE EQUIPMENT

The City will provide foul weather gear and other PPE as needed.

ARTICLE 14 - DISCIPLINARY ACTION**A. Employee Rights**

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

B. Statutory Compliance

This article is subject to every provision of the constitution and applicable Federal and State Statutes designated as a general ground of forfeiture of employment or imposing a criminal liability.

C. Principle of Disciplinary Action

The principle objective of any disciplinary action shall be to improve the performance, efficiency, and morale of the City service. Any action, which reflects discredit on the City, is a direct hindrance to effective performance of the City government functions, or improper employee conduct, shall be considered good cause for disciplinary action.

D. Definitions

1. Oral Warning - Verbal communication to the employee regarding the deficiency or problem(s) observed.

2. Letter of Reprimand - Any regular employee may be reprimanded by the Department Head by an order in writing, a copy of which may be entered into his/her personnel file.
3. Suspension - The Department Head may suspend without pay a subordinate employee after consultation with the Finance Director and approval of the City Manager. Fringe benefits will not accrue during a period of suspension without pay.
4. Leave Reduction - As an alternative to suspension without pay, a Department Head may reduce an employee's vacation or compensatory time leave balances as a method of disciplinary action. Such reductions must be with joint approval of the employee. The Department Head may choose another form of discipline to substitute for, or to supplement, the leave reduction.
5. Demotion - A Department Head, after consultation with the Finance Director and approval of the City Manager, may demote an employee in pay or to a lower classification.
6. Dismissal - The Department Head may dismiss an employee, after consultation with the Finance Director and approval of the City Manager, from his/her position with the City in accordance with Subsection E of this section.
7. Reference to Days - For purposes of this section, any reference to days shall mean calendar days. If the last calendar day is on a weekend day or holiday, the last day shall be the following City Hall business day.

E. Oral Warning or Letter of Reprimand

In most instances, Supervisors or Department Heads should initially orally communicate to the employee the deficiency or problems observed. If the warning is issued as a letter of reprimand, a copy shall be filed in the employee's personnel file. The affected employee may respond by placing a letter of rebuttal in his/her file within 30 calendar days of the date that the employee receives the letter of reprimand. A copy of the response will be forwarded to the Department Head. A regular employee shall be entitled to an appeal to the Department Head concerning an oral warning or a letter of reprimand. Appeals must be requested within five working days of the date the oral warning or a letter of reprimand was issued. No further appeals shall be permitted. At the request of the employee, a letter of reprimand may be removed from the employee's personnel file after one year provided there have been no further infractions.

F. Discipline Procedures

Prior to taking the action of suspension, leave reduction, demotion, or dismissal of a regular employee, the Department Head shall comply with the following procedures:

1. Pre-Discipline (Skelly) Procedures - Applicable to All Regular Employees (Applies Only to Demotions, Suspensions, Dismissals)

- a. When the decision has been made by the Department Head that disciplinary action might be taken against an employee, the Human Resources Representative, or in his/her absence, the City Manager, shall be contacted so that all disciplinary procedures are followed. The Department Head will then prepare a Notice of Intended Disciplinary Action to be given to the employee, which shall include as attachments:
 - 1) A written copy of the charges being made;
 - 2) The grounds for such charges;
 - 3) All documents which support such action;
 - 4) The type of disciplinary action intended;
 - 5) Copies of Personnel Rules violated.
- b. Notice shall also include a statement advising the employee that they may respond to the charges either verbally or in writing within a reasonable, specified time period, which will not exceed ten (10) calendar days starting from the date of receipt of the notice.
- c. The City will choose a Department Head, other than the disciplined employee's Department Head, to act as the Skelly Officer. The Skelly Officer will make themselves available to hear verbal responses or answers to the proposed disciplinary actions, and/or consider any written responses submitted by the employee.
- d. All information supplied by the employee in response to the proposed action will be considered by the Skelly Officer prior to making a final decision on what disciplinary action is appropriate.
- e. During the Skelly hearing, employees may be represented by a representative of their choice. However, the employee shall only have the right to show cause, if any, why the proposed disciplinary action should not be taken. The employee shall be allowed to see all documents and material, which are being considered to support the proposed disciplinary action.
- f. Upon completing the Skelly procedures, the Skelly Officer will make their recommendation known to the charging Department Head and the Department Head may resolve the matter without taking disciplinary action, or take the proposed action, or modify action as may seem appropriate.
- g. If disciplinary action is taken, the employee shall be advised in writing and given a Final Notice of Disciplinary Action including a copy of the appeal procedure containing his/her right of appeal and all documents on which the discipline is based.

G. Appeal

Any regular employee who has completed their initial probationary period shall have the right to appeal a suspension, leave reduction, demotion or dismissal.

1. Method of Appeal - A regular employee shall file a written notice within ten (10) calendar days, starting from the date of receipt of the notice of disciplinary action. The appeal shall be addressed to the Human Resources Representative.
2. Notice of Hearing - When an appeal has been filed, a date shall be set for a hearing on the appeal. The Personnel Commission shall, within 14 days after receipt of the request, set a date for the hearing. The date for the hearing shall not be less than ten (10) calendar days nor more than thirty (30) calendar days from the date of filing of the appeal. The Human Resources Representative shall notify all interested parties of the date, time and place of the hearing.

H. Hearing

1. When an appeal has been filed, a Hearing Officer may be appointed by the Personnel Commission or the Commission may itself hear the appeal. The detailed instructions for hearing are contained in the Civil Service Rules and Regulations – Article 11.
2. If the Commission hears the appeal they must provide a written response within 30 days. If the Commission appoints a Hearing Officer, the Hearing Officer shall, within fifteen (15) calendar days after said hearing make a written recommendation to the Personnel Commission as the appropriate disposition of the case.
3. The Personnel Commission shall schedule consideration of the proposed decision no later than fourteen (14) days thereafter. Notice of the date and copies of the proposed decision shall be given to the parties prior to the date set for consideration. The parties shall be allowed to briefly argue for or against adoption of the proposed decision.

I. Final Appeal

The decision of the Commission may be appealed to the Superior Court under the applicable Sections of the Code of Civil Procedure in accordance with the procedures set forth in the said Code within 90 days after the filing of the written decision.

ARTICLE 15 - 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, working conditions, the practical consequences of the City rights' decisions 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 - 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.

2. Formal Grievance - A formal grievance shall be initiated in writing.
 - a. 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. If an employee is concerned about going to the Department Head, he/she may go to the Human Resources Representative who will assist in bringing the appeal forward with the employee to the Department Head. 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.
 - i. Unless the decision of the Department Head is appealed by the employee to Step Two, within the time limits provided, the grievance shall be deemed resolved, final and binding.
 - b. Step 2 - 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 Manager consider the grievance and decision as rendered by the Department Head. Within ten (10) working days/shifts after the grievance is received, the City Manager (or designated representative)

shall review the facts, issues, and make such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days/shifts after concluding the review, the City Manager shall render a decision in writing to the employee and Department Head.

- i. Unless the decision of the City Manager is appealed by the employee to Step 3, in the time provided, the grievance shall be deemed resolved, final and binding.
- c. Step 3 - If the employee finds that the grievance has not been resolved in Step 2, he/she may, within five (5) working days/shifts after the City Manager's decision is rendered, request in writing to the Personnel Commission, that they consider the grievance and decision rendered by the City Manager. Within fifteen (15) working days/shifts after the grievance is received, the Personnel Commission shall commence conducting the review. The Personnel Commission shall determine the best means to conduct the review of the facts, issues and such further investigation as is necessary at the earliest date consistent with the nature of the grievance and normal conduct of City business. Within five (5) working days/shifts after concluding the review, the Personnel Commission shall render a decision in writing to the employee, City Manager, Finance Director and Department Head.
- i. The decision rendered by the Personnel Commission shall be final and binding on all parties.

D. General Conditions:

The review and determination of a grievance is subject to certain interpretations and applications as set forth under Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the meet and confer process. Oral or written evaluations or other corrective directives and merit step determinations, for example, are not grievable matters.

Grievances may be made only on behalf of an employee who has successfully completed a required probationary period and attained regular 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 employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The employee shall be

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

Any time limit of these procedures may be extended by mutual consent of the parties in writing, or by action of the Personnel Commission in writing to all parties.

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

ARTICLE 16 – INTERNAL POSTING

All vacant positions within Unit #3 will be posted internally for a minimum of three days prior to an external posting. Any internal candidate, who expresses interest and is qualified for the position, will be granted an interview prior to external posting

ARTICLE 17 - PERFORMANCE EVALUATIONS

A. Responsibility for Performance Appraisals

1. It shall be the responsibility of the Department Heads and the Departmental Supervisors to prepare a performance appraisal for each employee assigned to them.
2. Per the Personnel Compendium, the City Manager shall have the responsibility to ensure departmental compliance in completing performance reviews with all employees.
3. The City agrees to notify Union when in August they will present the above annual report.

B. Frequency of Evaluations

1. Probationary Employees - For each probationary employee having a probationary period of six months, the employee's supervisor shall conduct a performance review at least every two months, and so note in the employee's personnel file.
2. Regular Employees - A written performance appraisal shall be prepared at least annually for all employees within thirty days of their salary anniversary date.
3. Merit Increase - No merit increase approvals shall be implemented until the employee's performance appraisal is completed with a satisfactory or better rating justifying the merit increase. Employees who receive late evaluations that are satisfactory or above shall also receive retroactive pay back to their salary anniversary date.
4. Additional Performance Appraisals - Additional performance appraisals may be prepared at any time during the review period, upon reasonable request of the employee or at the discretion of the supervisor.

C. Review and Distribution of Evaluation

1. Each performance appraisal shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or which are unacceptable. Employees shall be encouraged to comment about their work performance in a written statement attached to the appraisal within thirty (30) days of the performance appraisal.
2. The employee will be encouraged to sign the performance appraisal to acknowledge awareness of its contents and discussion of the appraisal with the evaluator. The employee shall be informed that his or her signature does not necessarily mean that the employee fully agrees with the contents of the report and the employee may so state on the report before signing.
3. Performance appraisals prepared by subordinate supervisors shall be reviewed and approved by the Department Head after review with the affected employee. All performance appraisals shall be forwarded to the City Manager via the Human Resources Representative for final review and approval, prior to discussion with the employee.
4. A copy of the final approved performance appraisal shall be provided to the employee. The original shall be placed in the employee's personnel file.
5. Nothing herein shall limit the preparation of supplemental written information to accompany the evaluation form reports, however, all written information shall be provided to the employee who shall have the right to respond in writing within thirty (30) days after each issuance.

ARTICLE 18 - NO STRIKES/NO LOCKOUTS

It is agreed by Union and the City that there shall be no strikes or lockouts during the term of this MOU.

ARTICLE 19 - DISTRIBUTION OF MOU

City shall cause to be printed copies of this MOU as soon as practical after City Council approval for distribution to all applicable employees and shall provide copies to new regular employees.

ARTICLE 20 – WAIVER

Union and the City Manager, for the life of this MOU, voluntarily and unqualifiedly waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this MOU, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this MOU. Nothing herein shall preclude the parties from meeting and negotiating by mutual consent.

ARTICLE 21 - 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 endeavoring to arrive at a mutually satisfactory replacement for such Article or Section.

ARTICLE 22 - TERM OF MOU

This MOU shall be effective on ~~July~~ September 1, 2021-2022 and terminate ~~August-June 30, 2022~~ 2023.

This MOU may be extended, modified, or amended; provided, that either party notify the other within ninety (90) days prior to the expiration date of this MOU of its desires, and both parties mutually agree in writing to the extension, modification or amendment.

ARTICLE 23 - NOTICE

Whenever a 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:

City:

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

Union:

Business Agent/Unit Representative
Stationary Engineers Local 39
3272 Fortune Court
Auburn, CA 95602

PARTIES SIGNATORY

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

INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY ENGINEERS

CITY OF GRASS VALLEY

LOCAL NO. 39

Bart Florence, Business Manager

Tim Kiser
City Manager

Jeff Gladioux, President

~~Charlie Solt~~ [Brandy Johnson](#), Director of Public Employees

Stephen Hatch, Business Representative

~~Abigail Walker~~ [Zac Quentmeyer](#), Bargaining Team Member

[Tina West, Bargaining Team Member](#)

APPROVAL OF MOU

Approval and adoption of this MOU is made this 13th day of September 2022, effective September 1st, 2022 by the Grass Valley City Council.

ATTEST:

Ben Aguilar, MAYOR

APPROVED AS TO FORM:

Michael G. Colantuono, 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:

The employee should be supervised while delivering the specimen.

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

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

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

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

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

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

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

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

- D. Further items to be addressed concern the documentation procedures and consequences when an employee:
1. Refuses to submit a specimen; or
 2. Alleges that he/she cannot provide a specimen.
- E. Maintenance of confidentiality by facility and employer:
1. If the medical department does the testing and the results become part of the medical file, that file is protected under law.
 2. Stringent confidentiality is required by all departments of the City. Unless there is justifiable reason to know the test results, the information should be confidential.

APPENDIX C – CLASSIFICATIONS (UNIT 3)

The terms and conditions of this agreement shall apply to active covered employees employed by the City within the following classifications:

<u>Account Clerk I</u>	<u>Account Clerk II</u>
<u>Senior Account Clerk</u>	<u>Senior Admin Clerk</u>
<u>Accounting Technician</u>	<u>Accountant I</u>
<u>Finance Technician</u>	<u>Finance Specialist</u>
<u>Police Evidence/Property Technician</u>	<u>Police Records Technician</u>
<u>Community Service Officer I</u>	<u>Public Safety Analyst</u>
<u>Community Service Officer II</u>	

<u>Engineering Tech I</u>	<u>Engineering Tech III</u>
<u>Engineering Tech II</u>	<u>Sr. Engineering Tech</u>
<u>Engineering Technician</u>	

<u>Animal Control Officer</u>	<u>Senior Animal Control Officer</u>
<u>Animal Shelter Kennel & Office Assistant</u>	<u>Community Services Analyst I</u>
<u>Parking Enforcement Officer</u>	<u>Community Services Analyst II</u>
<u>Senior Planner</u>	<u>Associate Planner</u>
<u>Account Clerk I</u>	
<u>Account Clerk II</u>	
<u>Senior Account Clerk</u>	<u>Senior Admin Clerk</u>
<u>Accounting Technician</u>	
<u>Accountant I</u>	<u>Finance Technician</u>
<u>Finance Specialist</u>	<u>Police Evidence/Property Technician</u>
<u>Police Records Technician</u>	
<u>Public Safety Analyst</u>	

<u>Engineering Tech I</u>	
<u>Engineering Tech II</u>	<u>Engineering Tech III</u>
<u>Engineering Tech</u>	<u>Engineering Tech Sr.</u>
<u>Animal Control Officer</u>	<u>Senior Animal Control Officer</u>
<u>Building Official</u>	<u>Community Services Analyst</u>
<u>Senior Planner</u>	<u>Associate Planner</u>

The Union shall be considered the recognized bargaining agent for any classes certified to it by the Civil Service Commission during the term of this MOU. The City shall provide, upon request, a written list of all new hires and separations for all classes represented by the Union.



City of Grass Valley City Council Agenda Action Sheet

Title: Second Reading of Ordinance No. 818 Amending the City's Development Code.

Recommendation: For Council to reconsider allowing food trucks in commercial zones and to hold a Second Reading, by Title only, of Ordinance No. 818, Amending the City's Development Code for 2022.

Prepared by: Lance E. Lowe, AICP, Principal Planner

Council Meeting Date: September 13, 2022

Date Prepared: September 6, 2022

Agenda: Administrative

Background Information: On August 23, 2022, the City Council conducted a public hearing and adopted amendments to the City's Development Code for 2022. The various Development Code Amendments include, but are not limited to: consideration of limiting the quantity of Short Term Rentals (e.g. Airbnb, VRBOs, etc.) allowed in residential zones; amending monument and mural sign permit approval processes; adding a definition and use for beekeeping; expanding Limited Term Permits to include Mobile Food Facilities (food trucks); increasing the height of carriage houses; approval of uses in the Recreation and Public Zones; allowing open type fencing in the Creek and Riparian Zones; updating the City's Affordable Housing Density Bonus section and section that deals with appeals related to Tentative Maps to ensure consistency with State law. The Development Code was adopted by the City Council on April 11, 2007, and has been amended multiple times since adoption.

Following City Council approval of the Development Code Amendments, staff met with restaurateurs concerned with expanding the Limited Term Permits Definition Temporary Vendor Carts/Stands to include Food Trucks. Although, restricted solely to the C-2 Zones (i.e., Brunswick Basin, Target Shopping Center, etc.) the representatives noted that the restaurant business is still recovering from the effects of COVID, and any expansion of Food Trucks undermines brick and mortar businesses. Accordingly, staff recommends that the Development Code Amendments be approved excluding Food Trucks at this time (**highlighted** in Exhibit A of Attachment 1).

A Second Reading is required to finalize the processing of the ordinance. Should the City Council adopt a second reading of the ordinance on September 13, 2022, the ordinance will become effective 30 days thereafter.

Council Goals/Objectives: The Development Code Amendments execute portions of work tasks towards achieving/maintaining Strategic Plan Goal #5 - High Performance Government & Quality Service.

Fiscal Impact: Development Code Amendments were prepared with existing staffing resources. No impact to the General Fund will occur.

Funds Available: N/A

Account #: N/A

Reviewed by: _____ Community Development Dir.

_____ City Manager

ATTACHMENT:
Attachment 1 - Ordinance No. 818

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AMENDING THE GRASS VALLEY DEVELOPMENT CODE, TITLE 17 OF THE CITY MUNICIPAL CODE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GRASS VALLEY AS FOLLOWS:

SECTION 1. That Grass Valley Development Code is hereby amended as shown in **Exhibit “A”**.

SECTION 2. In compliance with Chapter 17.94 of the City Development Code, the City Council adopts the following findings in support of this amendment to the Development Code:

1. The proposed amendments are consistent with the General Plan. *Rationale: The 2020 General Plan identifies many policies now reflected in the Development Code. The proposed changes are generally minor clean up items that do not conflict with any specific General Plan policy.*
2. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. *Rationale: The proposed changes are considered minor clarifications in general and do not result in any significant changes that could be detrimental to the public interest, health, safety, convenience, or welfare.*
3. The proposed amendments are internally consistent with other applicable provisions of the Development Code. *Rationale: The proposed changes will create internal consistency with other provisions of the Development Code.*
4. On June 21, 2022, the Grass Valley Planning Commission conducted a public hearing on the proposed amendments and provided a recommendation of approval as Development Code Amendments noted in **Exhibit “A”**.
5. The City adopted a Negative Declaration for the Development Code on April 11, 2007. A Statutory Exemption has been determined by the Planning Commission for the

proposed amendments to the Development Code.

6. The City Council concurs with the recommendations of the Planning Commission and determines the project Statutory Exempt in accordance with Section 15061 (b)(3) as the appropriate environmental review for the proposed amendments to the Development Code.

SECTION 3. The City Council amends the City Development Code, Title 17, through its approval of this ordinance and further adopts and integrates all of the changes to the Development Code, Title 17, of the City Municipal Code as referenced and noted in **Exhibit "A"**.

SECTION 4. This ordinance shall take effect thirty (30) days from and after the date of its adoption and a summary of said ordinance shall be published once within fifteen (15) days upon its passage and adoption in The Union, a newspaper of general circulation printed and published in the Grass Valley Area.

INTRODUCED and first read on the 23rd day of August 2022

PASSED AND ADOPTED this 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ben Aguilar, Mayor

ATTEST:

Taylor Day, Deputy City Clerk

APPROVED AS TO FORM:

Michael Colantuono, City Attorney

PUBLISH DATE: _____

2022 Development Code Amendments

Section	Current Text	Proposed Text	Purpose of Amendment
SHORT TERM RENTALS (STRs)			
17.44.205 Short Term Rentals	A. Purpose. This section provides standards for vacation rental homes and hosted short-term rental units...	ADD Each property is limited to one short term rental, and short-term rental units are not permitted in ADUs/Second Units.	To limit short term rentals in residential neighborhoods; to comply with State law, and to ensure the intent of this section (to minimize impacts on surrounding residential areas and to protect the residential character of the neighborhoods) is maintained.
17.44.205 Short Term Rentals	B. Standards for Hosted Short-Term Rental Units. C. Standards for Vacation Rental Homes.	ADD Pursuant to the intent of Government Code Section 65852.150, second units are prohibited from being used for short term rentals.	To clarify that short term rentals are only allowed from primary dwelling units. The intent is to reserve second units/ADUs for long term rental stock.
Table 3-3	Lodging Bed and breakfast inn; hosted short term rental units; vacation rental home1 space for each guest room, plus 2 spaces for the manager or owner. For vacation rental home, - if owner or manager do not occupy home - 1 space per each guest room.	ADD May be accommodated through on-site tandem parking - managed by owner or operator.	Because most properties within the City can accommodate the off-street parking requirements for STRs via tandem parking, and tandem parking is unlikely to cause an issue as guests are likely renting STR together.
Table 2-7	Hosted Short Term Rental Vacation Home Rental	<u>Hosted Short Term Rental</u> Permitted in R-2 & R-3 if existing Legally Non-Conforming (LNC) Single Family Dwelling (SFD) <u>Vacation Home Rental</u> Permitted in R-2 & R-3 with approval of MUP and existing LNC SFD *STR use would be void if single family dwelling is replaced with multifamily use.	To allow for an exception to the restriction of STRs in multifamily zones where there is an existing single-family dwelling. The City has received multiple requests for STRs from SFDs in multifamily zones, this would address their desire to have access to the same use as SFDs in single family zones.
SIGNS			
Table 3-9 Sign Permit Review Authority	All monument signs and signs within specified areas - Development Review Committee - Issue	CHANGE All monument signs and signs within specified areas - Director - Issue	To expedite the process and lower the cost of Monument Sign permits by eliminating redundant review of plan submittals. Existing standards (17.38.080 B.) provide design guidelines used for approval.
Table 3-9 Sign Permit Review Authority	Murals DRC recommends to PC	REMOVE DRC review/recommendation - straight to PC for approval. (If proposed mural is in Historic District, Historic Commission review will be required).	Help expedite, and make less rigorous, the mural review process.

2022 Development Code Amendments

Section	Current Text	Proposed Text	Purpose of Amendment
ANIMAL KEEPING			
17.100.020	"Crop Production, Horticulture, Orchard, Vineyard."	ADD Beekeeping - "Pollinator apiary" means an apiary established for the pollination of commercial seed, fruit, nuts, or other commercial crops dependent upon bee pollination. Pollination apiaries are temporary in nature , and their longevity is determined by the specific crop to be pollinated.	To provide a definition of beekeeping and to support any commercial agricultural operations wanting to utilize a pollinator apiary in the City.
FOOD FACILITIES			
17.72.040 (E)(10)	Limited Term Permits E. Allowed Short-Term Activities. (10) Temporary Vendor Carts/Stands	CHANGE/ADD "Temporary Vendor Carts/Stands" to include "Mobile Food Facilities".	To create standards to allow temporary Mobile Food Facilities (not associated with a special event) on private property.
17.100.020		ADD Definition: "Mobile Food Facility (MFF)." Any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail.	Definition matches Nevada County Environmental Health Department's definition of MFF. Any MFF applicants in the City will require Nev. County EH approval, so keeping with their definition will help align our interconnected processes.
Table 2-10	Cottage food allowed in Residential zones only	ADD Traditional Community Zones (TC, NC, NC-Flex, NG-3, NG-2)	To allow cottage food businesses in all residential zones, as required by State law.
SECOND UNITS/ACCESSORY DWELLING UNITS			
Table 2-10	Second Unit or Carriage House	ADD Note that Second Unit or Carriage House is permitted in all zones if there is an existing LNC SFD on the property	To allow owners/residents of LNC SFDs in non-residential zones to create second unit/ADU opportunities.
17.100.020	"Permanent Dwelling" is used to define "second unit or carriage house": A second permanent dwelling that is accessory to a primary dwelling on the same site.	REMOVE "Permanent dwelling" and replace with "dwelling unit"	To help provide clarification as there is no definition of "permanent dwelling" in the Development Code
17.21.080 - NG-2 Standards	Ancillary Building Max. 1 1/2 stories, 15' max.**	ADD Carriage House allowing 2 stories, 25' max height	Carriage House is above garage - height limit of 15' prohibits ability to construct unit.
17.100.020	"Second Unit" or "Carriage House"	CHANGE "Second Unit" to "Accessory Dwelling Unit (ADU)"	To update terminology so it aligns with current state standards.

2022 Development Code Amendments

Section	Current Text	Proposed Text	Purpose of Amendment
PUBLIC ZONE			
Table 2-14	Uses currently listed as not permitted in OS zone: - Meeting Facility, public or private - Sports and active recreation facility - Studio - Art, dance, martial arts, music etc.	ADD Permitted (P*) designation, and Note: (4) *Permitted in City parks only	These recreational uses currently take place in City parks, so this update would help ensure City code is consistent with current land uses taking place in parks.
Table 2-14	Use Permit (UP) is required for park projects in the REC (Recreation) & P (Public) Zones	CHANGE To: P - Permitted Use	To help expedite park projects. Park projects would be approved by City Council and would not have to be reviewed by Planning Commission.
17.26.050 - OS Zone 17.26.060 - P Zone	17.26.050 - B. Criteria for Approval 17.26.060 - C.2. ...“ approved by the commission” Both sections refer to the “commission” for approval.	CHANGE “Commission” to “Council”	To clarify the approving body.
17.70.030 Table 7-1		ADD <u>Type of Action:</u> Park Projects <u>Dev. Code Sections:</u> 17.26.050 & 17.26.060 <u>Role of Review Authority:</u> Director - Recommend No Planning Commission Action City Council - Decision	Current Park projects are required to go to City Council for approval of funding and design. This action would prevent the confusion that’s occurred in the past where park projects approved by Council are brought to PC after Council’s approval.
FENCE & STRUCTURE HEIGHT MEASUREMENT AND PLACEMENT			
17.30.040 B. (1) Notes	A fence or wall up to eight feet in height may be allowed when the portions above six feet are of an open design (e.g., lattice, wrought iron or grille work); or where a solid fence up to eight feet is authorized by Minor Use Permit. A Building Permit also may be required.	ADD A fence or wall up to eight feet in height may be allowed when the portions above six feet are of an open fencing design (e.g., lattice, wrought iron or grille work); or where a solid fence up to eight feet is authorized by Minor Use Permit. A Building Permit also may be required.	To help provide clarification.
17.50.040 H.	Open Space Areas.	ADD Allow installation of decorative, open design fencing in the open space areas within watercourse setbacks.	To help separate bank and reduce encroachment into the creek/water
17.30.050 C.	Height Measurement. The maximum allowable height shall be measured as the vertical distance from the natural grade of the site to an imaginary plane located the	CHANGE/ADD The maximum allowable height shall be measured as the vertical distance from the eave or bottom of parapet of the structure to the finished grade. The	To help clarify height measurement.

2022 Development Code Amendments

Section	Current Text	Proposed Text	Purpose of Amendment
	maximum allowed number of feet above and parallel to the grade.	finished grade shall not be artificially raised to gain additional building height.	
DENSITY BONUSES PLANNED DEVELOPMENT PERMITS SUBDIVISIONS			
17.32.010	Affordable Housing Density Bonuses and Incentives	CHANGE Due to the fluidity of CA State Housing Density Bonus laws (SB 2222), staff proposes to edit this section to refer to state law throughout. (See attachment to review proposed edits)	To ensure City code doesn't conflict with state law. Staff will have a handout, to be updated annually, that will help summarize current state laws related to housing density bonuses.
17.72.050	Planned Development Permits. A. Purpose.	ADD "Planned Development permits are subject to the review and interpretation of the Community Development Director."	To help further support the purpose of Planned Development Permits: "flexibility in the application of development code standards."
17.72.050 C.1. a. & e.	C. Application Requirements. 1. a. Provision of affordable workforce housing units and a mix of housing types. e. Future short- and long-term fiscal impacts.	ADD a. "If" provision of affordable... "is proposed, then" the applicant shall... REMOVE e.	To help clean up this section and provide more clarity for developers. Measure E expands funding for such general fund purposes as increased police and fire services, enhancing parks and recreational services, and improving streets and sidewalks.
Article 8	Chapter 17.80 - Subdivision Ordinance Applicability and Administration	CHANGE Due to the fluidity of CA State laws (SB 9 & 10), staff proposes to edit this section to refer to state law throughout.	To ensure City code is consistent with state law. Staff will have a handout, to be updated annually, that will help summarize current state laws related to subdivisions.
17.80.080	Type of subdivision approval required.	ADD SB-9 - A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, if the proposed housing development meets the necessary requirements.	To update City codes to include definition of Senate Bill - 9 Staff has prepared a handout to provide to the public that summarizes the details and requirements of SB-9 application process.
17.80.110	Any interested person may appeal any decision of the director or city engineer to the commission and may appeal any decision of the commission to the council, in compliance with Chapter 17.91 (appeals).	ADD In accordance with Map Act 66452.5 - Any appeal of a project that includes a subdivision map <i>shall be filed with the clerk of the appeal board, or if there is none, with the clerk of the legislative body</i>	To ensure compliance with State law.

2022 Development Code Amendments

Section	Current Text	Proposed Text	Purpose of Amendment
		<i>within 10 days after the action of the advisory agency from which the appeal is being taken.</i>	
MISCELLANEOUS			
Table 2-10	Industry, Manufacturing & Processing Storage	ADD Storage - Vehicle - Permitted in M-1 zone	Cleanup item. There is a definition for vehicle storage in glossary, but no reference to use being allowed in any zone.
17.24.040 Tables 2-11 & 2-12	Height Limit refers to section 17.30.060	CHANGE To section 17.30.050 (060 is a typo and incorrect reference)	Cleanup item.
Table 2-13	Additional Zone Standards	REMOVE	Inapplicable.
Definitions	Extended Hour Retail. A business that is open to the public between the hours of 11 p.m., and 6 a.m.	REMOVE	Not used.
Definitions	Transect.	REMOVE definition and diagram	Inapplicable.
Tables 2-7, 2-10, 2-14	S - Permit requirement determined by specific use regulations	REMOVE	Not used.
Table 2-7 Day Care - Large	MUP required for all residential zone	REMOVE MUP requirement - permitted in all zones per SB 234	To comply with SB 234