

GRASS VALLEY Special City Council Meeting

Thursday, August 22, 2024 at 6:30 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.

## **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. Your interest is encouraged and appreciated.

This meeting is being broadcast "live" on Comcast Channel 17 & 18 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.

Please note, individuals who disrupt, disturb, impede, or render infeasible the orderly conduct of a meeting will receive one warning that, if they do not cease such behavior, they may be removed from the meeting. The chair has authority to order individuals removed if they do not cease their disruptive behavior following this warning. No warning is required before an individual is removed if that individual engages in a use of force or makes a true threat of force. (Gov. Code, § 54957.95.)

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

1. Update on the recent Fire

**PUBLIC COMMENT** - Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to <u>public@cityofgrassvalley.com</u>. 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.

**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 (roll call vote).

2. Grass Valley Management & Supervisory Professional & Confidential Employees - Unit 1 - Memorandum of Understanding for July 1, 2024 - December 31, 2025,

## CEQA: Not a project

**Recommendation**: Adopt Resolution No. 2024-64 approving the Labor Memorandum of Understanding for an eighteen (18) month period beginning July 1, 2024, through December 31, 2025, between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

3. International Union of Operating Engineers, Stationery Engineers, Local 39 Memorandum of Understanding - Unit #2 (General Employees) and Unit #3 (Office Technical Employees) - July 1, 2024 - June 30, 2027

## **<u>CEQA</u>:** Not a Project

**Recommendation**: Adopt Resolution No. 2024-64 & 2024-63 approving the Labor Memorandum of Understanding for a 3-year period beginning July 1, 2024, through June 30, 2027, between the City of Grass Valley and the International Union of Operating Engineers, Stationery Engineers, Local 39 (Unit 2 and Unit 3).

<u>4.</u> Appointment of Mayor Arbuckle as the voting delegate and Council Member Branstorm as alternate for the League of California Cities 2024 Annual Conference meeting

## **<u>CEQA</u>:** Not a Project

<u>Recommendation</u>: That Council appoints Mayor Arbuckle as the voting and Council Member Branstorm as the alternate for the 2024 League Annual Conference on October 16-18, 2024.

5. Procurement and installation of open space surveillance cameras for Memorial Park, Condon Park, & Elisabeth Daniels Park, funded by BSCC Proposition 64 Grant

## **<u>CEQA:</u>** Not a Project

**Recommendation**: (1) The Council approve procurement and installation of open space surveillance cameras for Memorial Park, Condon, Par, & Elisabeth Daniels Park funded by Prop 64 grant funds, pursuant to the attached GSA Contract scope of work agreements; (2) authorize the City Manager to sign necessary agreements, subject to legal review; and (3) direct the Finance Director to make appropriate budget adjustments and payments as may be necessary

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

## PUBLIC HEARING

6. Conduit financing for the Eskaton Properties, Incorporated Project

<u>CEQA:</u> The project is exempt from review under the California Environmental Quality Act (CEQA) by the "common sense" rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

**Recommendation**: That council 1) Conduct the public hearing under the requirements of Tax and Equity Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended (the "Code"). 2) Adopt Resolution No. 2024-65 approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of Eskaton Properties, Incorporated, a nonprofit, public benefit corporation organized and existing under the laws of the State of California and an organization described in section 501(c)(3) of the Code (the "Borrower"), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

## ADMINISTRATIVE

7. Main St Sealing And Striping - Authorize Bidding and Approve Design

**CEQA:** Categorically Exempt - Section 15301 "Existing Facilities"

<u>**Recommendation</u>**: That Council 1) approve the findings that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA); 2) provide direction to Staff on several design proposals; and 3) authorize the advertisement for bids.</u>

<u>8.</u> Approve a portion of the Measure B expenditures and the associated initial Expenditure Plan for Fiscal Year 2024/25.

<u>CEQA:</u> Not a Project.

<u>Recommendation</u>: That Council 1) review the proposed initial expenditure plan confirmed by the Citizen Oversite Committee for Measure B; 2) approve the expenditure plan; 3) approve any necessary budget transfers or amendments to the Fiscal Year 2024/25 Budget to implement the approved portion of the Expenditure Plan funding; 4) authorize the City Manager to move forward with implementing the proposed expenditure plan in accordance with City requirements.

## BRIEF REPORTS BY COUNCIL MEMBERS

## ADJOURN

## POSTING NOTICE

This is to certify that the above notice of a Special meeting of The City Council, scheduled for Thursday, August 22, 2024 at 6:30 PM was posted at city hall, easily accessible to the public, as of 12:00 p.m. Tuesday, August 20, 2023.

Taylor Whittingslow, City Clerk



# City of Grass Valley City Council Agenda Action Sheet

<u>Title</u>: Grass Valley Management & Supervisory Professional & Confidential Employees - Unit 1 - Memorandum of Understanding for July 1, 2024 - December 31, 2025,

## CEQA: Not a project

**Recommendation**: Adopt Resolution No. 2024-64 approving the Labor Memorandum of Understanding for an eighteen (18) month period beginning July 1, 2024, through December 31, 2025, between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

Prepared by: Catrina Olson, Deputy Administrative Services Director

Council Meeting Date: 08/22/2024

Date Prepared: 08/19/2024

Agenda: Consent

## **Background Information:**

Over the course of the last month the City Manager has been meeting with the representatives of the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1) to come to an agreement on terms and conditions for an updated Memorandum of Understanding ("MOU") effective July 1, 2024. As such, the City and Unit 1 have concluded the process and have agreed upon updated terms to the MOU which are now being recommended for City Council approval.

The updated provisions in the MOU and estimated fiscal impacts include the following:

#### City of Grass Valley and

and				ltem # 2.			
	Grass Valley Management/Supervisory Profe	essional & Conf	idential Emp	loyees Grou	o (Unit 1)		
TERM:	18 Months, July 1, 2024 to December 31, 2025	Fiscal Year	General Fund		Water	Sewer	Totals
WAGES:	* Upon ratification of the Memorandum of Understanding by the City Council effective January 1, 2025, 1.8% final step range increase - 1.8% added to the top ste of the position payscale, to take effect the	FY 2025/2026 (for the 6 month period	\$ 3,005.77	\$ 485.45		\$ -	\$ 3,491.22
	subsequent anniversary date of the employee after January 1, 2025. * Cell phone stipend of \$45/month for all members of the unit who use their personal cell phone for work related activities. (This is an	of07/01/25-12/31/25 FY 2024/2025	\$ 4,963.50 \$ 4,914.00				\$ 6,697.95 \$ 7,020.00
	already existing Citywide policy that other employees who use their personal cell phones for work receive being implemented with Unit 1 employees)	FY 2025/2026 (for the 6 month period of 07/01/25-12/31/25)	\$ 2,457.00	\$ 486.00	\$ 283.50	\$ 283.50	\$ 3,510.00
MEDICAL, Cit	ty of increase medical as follows:	Fiscal Year	General Fund	Measure E	Water	Sewer	Totals
	*Effective 01/01/2024 and additional \$150.00 per month at each medical enrollment level.	FY 2024/2025	\$ 16,380.00	\$ 3,240.00	\$ 1,890.00	\$ 1,890.00	\$23,400.00
DETIDEE	*Effective 01/01/2025 an additional \$200.00 per month at each medical enrollment level for a total of \$350.	FY 2025/2026 (for the 6 month period of 07/01/25-12/31/25)	\$ 19,110.00	\$ 3,780.00	\$ 2,205.00	\$ 2,205.00	\$27,300.00
RETIREE MEDICAL:	<ul> <li>* An employee retiring from the City under PERS is eligible for the following retiree benefits:</li> <li>&gt; An employee retiring from the City after twenty (20) or more years of service will receive five hundred (\$500) dollars per month.</li> <li>&gt; An employee retiring from the City with twenty-five (25) years of service or more, and retiring prior to December 31, 2024, will receive seven hundred (\$700) dollars per month.</li> <li>* The City, will pay the statutory administrative fee for PERS coverage.</li> <li>* To receive this benefit a retiree must provide annual evidence of health insurance coverage to the Human Resources Department.</li> <li>* Such benefit will cease upon the retiree receiving coverage through Medicare. If a retired covered under another employer's group medical insurance loses such coverage this benefit will start or restart until the retiree is otherwise ineligible.</li> </ul>		N/A	N/A	N/A	N/A	N/A
HOLIDAY:	Language Cleanup * In lieu of actual holidays, 48/96 shift employees will be cashed out 6.5 hours of holiday pay each pay period at the employee base rate plus incentives at the same time and in the same mannder as normal payroll is paid		N/A	N/A	N/A	N/A	N/A
UNIFORM ALLOWANCE	*Movement of uniform allowances from fire section of the MOU to the main MOU. Language changed to reflect that all fire and sworn police members will recev \$1,375.00 per year		N/A	N/A	N/A	N/A	N/A

<u>Council Goals/Objectives</u>: Approval of the negotiated Memorandum of Understanding between the City and Unit 1 executes portions of the work tasks towards achieving /maintaining the Strategic Plan goal to maintain a Productive and Efficient Workforce.

## Fiscal Impact:

The overall cost for FY 2024/2025 for all funds, including wages and medical, \$33,911.22, FY 2025/2026 (for the 6-month period 07/07/2025 - 12/31/2025), including wages and medical \$37,507.95. The cost for the term of the agreement, July 1, 2024 - December 31, 2025, for Unit 1 to the General Fund is \$50,830.27, to the Measure E Funds is \$10,342.84, to the Water Fund is \$5,123.03 and to the Sewer Fund is \$5,123.03.

Funds Available: Yes

<u>Account #</u>: 100 - General Fund 200 - Measure E 500 - Water Fund 510 - Sewer Fund

**<u>Reviewed by</u>:** \_\_\_ City Manager

## Attachments:

- Resolution No. 2024-64 Approval of Unit 1 MOU
- Memorandum of Understanding Unit 1
- Exhibit A to Memorandum of Understanding

Г

#### **RESOLUTION NO. 2024-64**

## RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY ADOPTING A MEMORANDUM OF UNDERSTANDING WITH THE GRASS VALLEY MANAGEMENT & SUPERVISORY, PROFESSIONAL & CONFIDENTIAL EMPLOYEES ASSOCIATION (UNIT #1) FOR THE PERIOD JULY 1, 2024 - DECEMBER 31, 2025, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID MOU

WHEREAS, the labor negotiations team appointed to represent the City Council of the City of Grass Valley and representatives of the Grass Valley Management & Supervisory, Professional & Confidential Employees Association (Unit #1) have engaged in re-opener conversations to update the labor Memorandum of Understanding ("MOU") between the City and Unit 1; and

WHEREAS, the parties came to an agreement which incorporates updates to the attached Memorandum of Understanding;

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

- 1. The above recitals are true and correct and are a substantive part of this Resolution.
- 2. The City Council of the City of Grass Valley approves the updated Memorandum of Understanding for the Grass Valley Management & Supervisory, Professional & Confidential Employees Association (Unit #1) for the period of July 1, 2024, through December 31, 2025, and authorizes the City Manager to execute said Side Letter.

**PASSED AND ADOPTED** as a Resolution of the City Council of Grass Valley at a meeting thereof held on the 22<sup>nd</sup> day of August 2024 by the following vote:

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

Jan Arbuckle, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Day, City Clerk Attorney Michael Colantuono, City

## MEMORANDUM OF UNDERSTANDING

## BETWEEN THE CITY OF GRASS VALLEY CITY COUNCIL

AND

# MANAGEMENT/SUPERVISORY PROFESSIONAL & CONFIDENTIAL EMPLOYEES IN UNIT #1

July 1, 20234 – June 30, 2024 December 31, 2025

## **Table of Contents**

AP	REEMENT DESCRIBING SALARIES, BENEFITS AND WORKING CONDITIONS PROVED BY CITY OF GRASS VALLEY CITY COUNCIL FOR AND ON BEHALF OF THE PLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #1 MANAGEMENT/SUPERVISOR	Y
	OFESSIONAL & CONFIDENTIAL	
PR	EAMBLE	. 5
	FICLE 1- RECOGNITION	
	FICLE 2- SUPPORT OF AGREEMENT AND MEET AND CONFER PROCESS	
	FICLE 2- SOLTOKT OF AGREEMENT AND MEET AND CONFERT ROCESS	
AK	TICLE 3- EMPLOYEE ASSOCIATION RIGHTS	. 0
Α.	Unit #1 Member Meetings	6
В.	Bulletin Boards	6
C.	Use of Facilities	6
D.	List of Designated Representatives	6
Ε.	Regular Employees	
AR'	FICLE 4- MANAGEMENT RIGHTS AND RESPONSIBILITES	. 6
AR'	FICLE 5- HOURS OF WORK AND BASIS OF COMPENSATION	. 7
		• •
Α.	Hours of Employment	7
В.	Pay Periods	7
C.	Work Periods	
D.	Lunch and Rest Periods	
Ε.	Calculation of Compensation	8
AR'	ГІСLЕ 6- SALARY	. 8
Α.	Salary Schedule	8
в.	Overtime	9
C.	Rules for Use of Salary Schedule	.10
D.	Other Considerations	.11
E.	Educational Incentive	<u>11</u>
F.	POST Incentive	.12
G.	Professional Licenses	_
н.	Telephone Call Back Pay	
Ι.	Standby Time	
J.	Shift Differential	.13

2

AR	TICLE 7- LEAVE	14
Α.	Absence from Duty	14
В.	Personal Leave	14
C.	Extended Medical Leave	15
D.	Bereavement Leave	15
E.	Holidays	15
F.	Jury Duty Leave	16
G.	Community Service Organization Leave	16
н.	Family and Medical Care Leave	16
I. AR	Family Care School Partnership Act TICLE 8 – LEAVE (BATTALION CHIEFS ONLY)	
Α.	Vacation/Sick Leave to Personal Leave Conversion	17
в.	Personal Leave Accrual (56-hour work week)	
C.	Worker's Compensation Pay	
D.	Bereavement Leave	
e. AR	Holidays TICLE 9- PROFESSIONAL AND REPRESENTATIONAL EXPENSES	
Α.	Professional Dues and Fees	
в.	Travel	
C.	Civic and Professional Participation	
D.	Reimbursement	19
e. AR	Receipts and Billing TICLE 10- RETIREMENT	
Α.	Retirement Benefits	19
в.	Retirement Contributions	20
C.	Supplemental Retirement Benefit	20
d. AR	Retiree Health Insurance Benefit TICLE 11- HEALTH AND WELFARE	
Α.	Insurance Benefits	

В.	Cost Containment Committee	22	
C.	Income Protection Insurance	Error! Bookmark not defined.	
D.	Legal Defense Insurance		
AR	TICLE 12- SAFETY		
Α.	Safe Conditions, Equipment and Duties	23	
В.	Uniforms	23	
C.	Employee Alertness	24	
D.	Drug, Alcohol and Substance Abuse Policy		
Ε.	Employee Assistance Program		
AR	TICLE 13- REDUCTION IN FORCE AND RE-EMPLOYMENT		
Α.	Layoff/furlough Provision		
в.	Treatment of Employees Laid Off		
AR	TICLE 14- GRIEVANCE PROCEDURE		
Α.	Definition	25	
В.	Process		
C.	Procedures		
D.	Informal Grievance		
Ε.	Formal Grievance		
F.	General Conditions	27	
1.	Review and determination of a grievance is applicable to certain interpretations and app	plications as set forth under	
Definitions and, as such, cannot change any City adopted salary schedules/ranges or such other benefits subject to the			
	t and confer process		
	TICLE 15- RESIDENTIAL MILEAGE RESTRICTION		
	TICLE 16- MAINTENANCE OF NEGOTIABLE BENEFITS		
	TICLE 17- NOTICE TICLE 18- SEVERABILITY SAVINGS CLAUSE		
ARTICLE 10- SEVERABILITY SAVINGS CLAUSE			
RECOMMENDATION OF REPRESENTATIVES			
APPROVAL OF AGREEMENT			
	PENDIX A		
	PENDIX B- PROCEDURE TO MONITOR CHAIN OF CUSTODY		

## AGREEMENT DESCRIBING SALARIES, BENEFITS AND WORKING CONDITIONS APPROVED BY CITY OF GRASS VALLEY CITY COUNCIL FOR AND ON BEHALF OF THE EMPLOYMENT CLASSIFICATIONS IN THE CITY'S UNIT #1 MANAGEMENT/SUPERVISORY PROFESSIONAL & CONFIDENTIAL

#### **PREAMBLE**

This Memorandum of Understanding, hereinafter referred to as "MOU" or "Agreement", describes salaries, benefits and working conditions approved by the City of Grass Valley, hereinafter referred to as the "City", for employees in City Unit # 1 - Management/Supervisory Professional & Confidential, hereinafter referred to as "Employees".

The parties to this Memorandum of Understanding 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- RECOGNITION**

The City recognizes the employees who collectively are referred to as "Management/Supervisory, Professional and Confidential Employee Unit # 1" (Unit 1) as the sole and exclusive representatives for those employees. During the term of this Agreement, the City agrees not to meet and confer with any other organization on matters upon which the Employees is the exclusive representative and which is within its scope of representation.

The Meyers-Milias-Brown Act (MMBA) does not define either "confidential" or "management" employee, and Government Code section 3507.5 authorizes each local agency to adopt procedures for determining which of its employees will be designated confidential or managerial. The MMBA, however, does not exclude management and confidential employees from the definition of employees entitled to the organizational and representation rights of the Act. This MOU defines a "Confidential Employee" as "an employee who, in the course of his or her duties, has access to information relating to the City's administration of employee-employee relations. It defines "Management/Supervisory Professional Employee" as "an employee having responsibility for formulating, administering, or managing the implementation of City policies or programs." While employees designated as "confidential" employees may be represented by the Group, the parties acknowledge and agree that such designated employees may not represent the Group or the management employee unit, participate in the bargaining process, or share any confidential information in connection with labor relations that would undermine the respective roles of each party in the bargaining process.

It is acknowledged and agreed that the following management positions are expressly excluded from the management employee unit and from representation by the Group and from coverage under this MOU: All elected officials, the City Manager, the City Clerk, all Department Directors.

It is acknowledged and agreed that the management positions listed in Appendix A are expressly covered by this MOU. Any and all future management positions below the level of Director created during the term of this MOU shall be added to the list below and considered part of the Management Bargaining Unit represented by the Unit.

## ARTICLE 2- SUPPORT OF AGREEMENT AND MEET AND CONFER PROCESS

The employees agree that they shall utilize the regular meet and confer process and endeavor to reach agreement on wages, hours and conditions of employment only through that process. The City agrees to utilize the meet and consult process exclusively in a good faith attempt to reach consensus regarding wages, hours and conditions of employment. Unit representatives agree to pursue the "Open Door" policy of the City to resolve disputes that might arise concerning the interpretation or application of this Agreement. During the term of this MOU the parties agree, should the meet and confer process not be successful in addressing matters under this agreement, the parties will use the dispute resolution process as provided herein or within the Civil Service rules as a means of adjudicating disputes between them.

#### **ARTICLE 3- EMPLOYEE ASSOCIATION RIGHTS**

#### A. <u>Unit #1 Member Meetings</u>

Unit Members may meet as necessary during non-work time. The Unit members are responsible to ensure meeting spaces are properly secured and clean. Other reasonable times that impact work hours as provided herein may be authorized with the approval of the Human Resources Manager and notice to Department Heads to approve any release time for such meetings, which will not be unreasonably denied.

#### B. Bulletin Boards

The Unit may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Unit #1 representative, and will include the date of posting and the date of removal.

#### C. Use of Facilities

The Human Resources Manager or Department Head upon request may permit Unit 1 members 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 Unit use and may require the Unit to reschedule or relocate meetings.

#### D. List of Designated Representatives

Unit 1 will file with the Human Resources Manager annually an updated as needed a list of Unit's Designated Representatives.

## E. <u>Regular Employees</u>

Regular part time employees who are employed in a Unit #1 designated classification for a period of not less than thirty two (32) hours per week on a regular basis throughout the fiscal year or work at least 1660 hours per year in a Unit designated classification shall become covered under this MOU.

#### ARTICLE 4- MANAGEMENT RIGHTS AND RESPONSIBILITES

**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 Memorandum of Understanding.

Unit 1 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 Agreement, all powers, rights, authority, duties and responsibilities conferred upon, and vested in it, expressed or implied, by the laws and the Constitution of the State of California and of the United States and the provisions of the City Charter.

Unit 1 recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Unit 1 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 Agreement.

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over City practices and procedures and over State Laws, and City Charter to the extent permitted by State Law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the City. Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein. If a conflict arises between this Agreement and a City Charter provision or resolution incorporated herein, the City's Charter provisions or resolution shall prevail.

#### ARTICLE 5- HOURS OF WORK AND BASIS OF COMPENSATION

#### A. Hours of Employment

The Hours of employment and legal holidays to be observed shall be with due regard for the convenience of the public. Employees in this Unit who are defined as exempt status 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. Leave time for exempt employees will be accounted for in full day increments. Non-exempt employees will account for time on an hourly (actual time) basis.

#### B. Pay Periods

The "pay period" shall be fourteen (14) calendar days from Sunday (starting at midnight Saturday) to midnight of the second Saturday thereafter, and refers to the period for computing compensation due for all normal working days during that period. 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.

## C. <u>Work Periods</u>

- 1. The normal work period shall be eighty (80) hours within each pay period for each full time employee unless established otherwise for any classification by the City Council. The work period shall coincide with the established two (2) week period (consisting of fourteen (14) days or two (2) weeks) from Saturday midnight to the second (2nd) following Saturday at midnight.
- 2. The normal workday generally means a day on which an employee works eight (8) hours or such other number of hours when authorized by the Department Head. 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, but may be used to manage workloads and work efficiency.
- 3. The City will work with representatives of Unit# 1 to establish and implement alternative work schedules. The schedules will be implemented to enhance productivity and coordination of work efforts. The normal work week designation may be modified as necessary to implement new work schedules. Alternative work schedules may be terminated by the city with a two week notice to employees. The granting or elimination of alternative work schedules is not grievable.

## D. <u>Lunch and Rest Periods</u>

- 1. Non-exempt employees are provided with an uninterrupted lunch period of one (1) hour or half hour, for each eight (8) hours of work, or alternative work schedule.
- Non-exempt employees are provided one paid fifteen (15) minute rest period for each four (4) hours of work. During rest periods, employees are considered to be under the direction and supervision of the City. Lunch and rest periods will not be taken within one (1) hour of an employee's start or end time.
- 3. 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.
- 4. Exempt employees are required to work the necessary hours to accomplish required duties and responsibilities. Use of time is to be coordinated with their supervisor.

## E. <u>Calculation of Compensation</u>

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.

## ARTICLE 6- SALARY

## A. Salary Schedule

- 1. Salaries shall remain as set forth in the Unit's salary schedules, attached hereto as Appendix A of this MOU.
- 2. Notwithstanding Article 5, exempt employees are paid on a fixed salary and are not compensated on an hourly basis. As needed, they may be required to report their hours for purposes of charging appropriate budgets, grants, etc., for project or program time, or for assessing staff patterns.
- 3. Salary Increases:

- I. Effective July 1, 2019, the City shall implement a 5% increase to the Maximum salary set forth in the salary schedule, for all positions except Battalion Chief, Police Captain and Police Lieutenant, and shall adjust the salary ranges accordingly.
- II. Effective July 1, 2019, the City shall implement a 7.5% increase to the Maximum salary set forth in the salary schedule for the Battalion Chief position and shall adjust the salary range accordingly.
- III. Effective July 1, 2019, the City shall implement a 10% increase to the Maximum salary set forth in the salary schedule for the Police Captain and Police Lieutenant positions and shall adjust the salary ranges accordingly.
- IV. Effective July 1, 2020 the City shall implement a 2% salary increase for all positions and adjust the salary ranges accordingly.
- V. Effective July 1, 2021 the City shall implement a 2% salary increase for all positions and adjust the salary ranges accordingly.
- VI. Effective June 27, 2021, the City shall implement a 5% Cost of Living Adjustment (COLA) for all unit #1 employees. Salary Ranges shall be adjusted to reflect this COLA increase.
- VII. Effective June 26, 2022, the City shall implement a 5% Cost of Living Adjustment (COLA) for all unit #1 employees. Salary ranges shall be adjusted to reflect this COLA increase.
- VIII. Effective June 25, 2023, the City shall implement a 3% Cost of Living Adjustment (COLA) for all unit #1 employees. Salary ranges shall be adjusted to reflect this COLA increase.
- IX. Effective January 1, 2024, or when employees start paying State Disability Insurance (SDI) whichever is later, the City Shall implement a 0.5% merit increase.
- IX.X. Effective the subsequent anniversary date after January 1, 2025 the City shall implement a 1.8% increase to the Maximum salary set forth in the salary schedule for all positions.

#### B. <u>Overtime</u> (Non-Exempt Employees)

- 1. <u>Policy</u>- 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 (24 hours for Battalion Chiefs), except for approved alternate work schedules, or forty (40) hours in any work week (56 hours for Battalion Chiefs), and that overtime work be held to a minimum consistent with the efficient performance of necessary functions.
- 2. <u>Defined Overtime</u> is authorized time worked in excess of eight (8) hours per day (Not applicable to Battalion Chiefs), except for approved alternate work schedules, or 40 hours per week (56 hours for Battalion Chiefs). 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. Compensatory Time Off

- I. All non-exempt positions may receive Compensatory Time Off for overtime worked in lieu of pay upon approval of the Department Head.
- II. In no event shall an employee be allowed to accumulate in excess of two hundred and forty (240) hours of Compensatory Time Off (96 hours for Battalion Chiefs). In the event an employee has accumulated two hundred and forty (240) hours (96 hours for Battalion Chiefs) of Compensatory Time, payment of overtime shall

automatically be made unless mutually agreed otherwise by the City Manager and the employee.

- 4. <u>Authorization of Overtime Work</u>- Overtime work shall be performed only upon express authorization of the Department Head or designee.
- 5. <u>The Battalion Chief</u> will receive compensation for Interagency Agreement Work. Employee will receive hourly compensation, including time and one-half (1/2) pay or other applicable premium pay, for work performed in accordance with interagency agreements. Example: If employee serves on an OES strike team or overhead assignment, and the City is reimbursed premium pay, employee will receive such premium pay for all hours outside his usual work period. Instances for such premium pay will be indicated on the time card for the appropriate period. Payment of such premium pay will not be construed as treatment of the Battalion Chief position as non-exempt under the Fair Labor Standards Act.
- 6. <u>Fringe Benefits not Affected by Overtime-</u> 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, salary advance or evaluation dates.

## C. <u>Rules for Use of Salary Schedule</u>

- 1. Each job has an applicable salary range as identified in Appendix B. All new appointments will generally enter the probationary period at the minimum salary of the applicable range. The City Manager may, upon request of the Department Head, authorize entry at any point in the salary range to compensate for education and experience. Employee shall serve a six month probationary period during which time it may be extended an additional six months by the Department Head.
- 2. Each Employee will receive an annual performance evaluation based on performance objectives including initiative, job knowledge, teamwork, stewardship, ethics, customer service, leadership and, when appropriate, human resources management, process improvement and organizational development. Based upon performance, employees may be granted salary increases of 1 to 5% effective the anniversary date of appointment and up to the maximum salary range for their current job classification.
- 3. One Time performance bonuses may be granted to employees who have displayed outstanding performance on a project or other significant work effort. The City Manager, upon recommendation of a Department Head, may grant a performance bonus of up to 10% of an employee's annual base salary, subject to required deductions and taxes. Performance bonuses will generally be awarded as part of the annual performance evaluation process but may be considered at other times upon approval by the City Manager.
- 4. An employee promoted from their existing position to another with the City, outside of Unit 1 shall move to the closest salary step in the new class that gives a minimum of a five (5%) percent increase, as recommended by the Department Head to the City Manager. If the promotion is to a position within Unit 1 the employee will receive a five (5%) percent increase, but such increase will not exceed the top of the salary range.
- 5. Transfer- an Employee transferred from one department to another in the same classification will continue to receive the same salary and will have no change in their anniversary date.
- 6. Out of Class- Special Project Pay- Employees meeting this temporary classification will be paid a five percent (5%) pay differential for the hours assigned. The assignment of such pay shall not be used as a device for circumventing advancement to a higher paying civil service classification.
  - I. Department Head must appoint employee to an "Acting" status or a "Special Project".

- II. An employee will be appointed when it is necessary to maintain proper and efficient departmental operations.
- III. Department Head must review the need to continue the Special Project assignment every ninety (90) days.
- IV. Battalion Chiefs may, from time to time, be required to cover shifts for other Battalion Chiefs in the same agency or another agency in accordance with the Joint Operating Area (JOA) agreement. When a Battalion Chief covers a shift for another Battalion Chief, the Battalion Chief covering the shift shall receive additional compensation for the shift coverage in accordance with the Fair Labor Standards Act Section 541.604. The additional stipend is not subject to PERS, and will be paid as follows:
  - a) If the Battalion Chief covering a 24 hour shift for another Battalion Chief is already working an administrative (10 hour) day, the additional compensation for shift coverage will be \$600.
  - b) If the Battalion Chief covering a 24 hour shift for another Battalion Chief is scheduled off duty, the additional compensation for the shift coverage will be \$1,000.
  - c) The maximum additional compensation a Battalion Chief can receive regarding this agreement is \$ 9,000 per year.
- V. Police Lieutenants and Captains may earn an overtime rate calculated at top step Sergeant plus seven and one-half percent (7.5%) in State Emergencies or Mutual aid requests.

Except as expressly provided for in this side letter or elsewhere in the MOU, Battalion Chiefs will not receive additional compensation for hours worked outside of the normal work schedule. The additional compensation for shift coverage will not impact the FLSA exempt status of the Battalion Chief receiving the additional compensation.

Management reserves the right to determine whether a Battalion Chief will be used for shift coverage of another Battalion Chief, or whether a qualified actor fills that role on an acting basis.

#### D. Other Considerations

- 1. <u>Assigned Vehicles-</u> Employees may be assigned a City vehicle to perform their work when authorized by the City Manager. Use of such vehicle is a privilege and not a right and may be revoked at any time by the City Manager or designated Department Head. The nominal personal use of a City vehicle as a commute vehicle is allowed.
- 2. Incentive Pay for Utilities Superintendent/ Chief Treatment Plant Operator and <u>Assistant Chief Treatment Plant Operator-</u> The positions are eligible for license incentive pay in the amount of 5% for having a license at least one grade above the minimum requirements for water and 5% for having a license at least one grade above the minimum requirements for wastewater. Maximum incentive for water and wastewater licenses is 10%. Employees receiving water and wastewater certificate pay will use the certification to meet the needs of the City as required.
- 2.3.Cell Phone Reimbursement Job duties that require the use of a cell phone and/or data service (PDA) and the request allowance is appropriate for the lever of business related requirements. Based on the defined business need and eligibility per City Policy 500.12, an employee, shall be eligible for an allowance of \$45.00 for a voice/text/data plan with a

Cellphone/Personal Digital Assistant (PDA) requirement per month. In no event may the allowance exceed the contract price. It is expected that the allowance will not cover the full cost of the cellular service contract and not be subject to payroll taxes, but the parties agree to comply with applicable tax laws.

## E. Educational Incentive

The City shall offer an academic percent educational incentive program with a maximum cumulative ceiling of seven and one-half (7-1/2%) 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 contributions, will be considered. College units obtained to qualify for an incentive cannot be compounded to qualify for an additional incentive. For example, units used to obtain an A.A. and then utilized to obtain a B.A. cannot yield incentives for both degrees.

Certificate/ Degree	% of Base Salary
Certificate with a minimum of 30 semester Units	2.5 % (max 2.5%)
Associates of Arts	2.5%
Bachelor of Arts or (Not cumulative with AA or AS	5.0%
Bachelor of Science	5.0%
Master of Arts or Master of Science	2.5%

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

The Battalion Chief is eligible for Educational Incentive for the following in addition to the Degree Eligibility above. Maximum combined Eligibility is 10% :

Certificate/ Degree	% of Base Salary
Executive Chief Officer Course Work	1.25 %
Fire Investigator Course Work	1.25%
Confined Space Tech	1.25%
Swift Water Rescue	1.25%
RIC	1.25%
Rescue Systems 1	1.25%
Haz Mat IC	1.25%
Strike Team Leader/Task Force Leader	1.25%
Division/Group Supervisor	1.25%

## **Expanded Scope EMT Incentive-**

EMTs who show, at a minimum, proficiency in all expanded scope EMT Skills (as defined by SSV) and 12 Lead EKG application shall receive a stipend of \$100.00 a month (hourly equivalent). Proficiency is required within six months from date of hire. Proficiency shall be proven with an SSV-approved testing process annually. Battalion Chiefs promoted after September 1, 2022 shall maintain Expanded Scope EMT as condition of employment.

## F. POST Incentive

The City shall offer a POST incentive program for Police Department Employees with a maximum cumulative ceiling of 5% of base salary for the following certificates:

POST Certificate	% of Base Salary
Management	5 %
Post Command College (or similar executive program)	2.5%

### G. Professional Licenses

The City will provide employees required training/educational opportunity and associated funding to maintain required licenses or certificates including renewal fees.

## H. <u>Telephone Call Back Pay (Non-Exempt Employees)</u>

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.

## I. Standby Time (Non-Exempt Employees)

- 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 may be assigned mandatory standby time.
- 3. Standby time will be calculated at straight time using the terms noted below:
  - I. <u>Weekend-</u> 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.
    - a) <u>Compensation Rate-</u>7.5 hours. May be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
  - **II.** <u>Weekly-</u> 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).
    - a) <u>Compensation Rate-</u>20 Hours. May be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.

## J. <u>Shift Differential (Non-Exempt Employees)</u>

Shift Differential will be paid 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 Article 5, Section D the shift differential may be waived.

## K. Longevity Pay

Effective June 25<sup>th</sup>, 2023 the City shall pay two and one-half percent (2.5%) of base rate for longevity pay upon completion of ten (10) years of continuous service.

## ARTICLE 7- LEAVE

## A. Absence from Duty

- 1. The absence of an employee from duty shall be reported to the Department Head. The reason for absence shall be stated and, if unauthorized, it shall be reported as absence without leave. The return of an employee to duty shall likewise be reported.
- 2. Absence from duty without leave for five (5) consecutive days shall be deemed a constructive resignation from City employment.

## B. <u>Personal Leave</u>

- 1. The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave, and personal leave situations.
- 2. Employees shall accrue Personal Leave hours at a rate of no less than 256 hours and no more than 328 hours per year based on years of service as set forth below. One twenty-sixth (1/26) of such Personal Leave amount shall accrue each pay period.
- 3. No Employee may carry a balance of more than 520 hours of Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further usable Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Notwithstanding the preceding sentence, Employees who have accumulated 520 hours of Personal Leave will accumulate sick leave at the same rate as Personal Leave. Sick leave accumulated pursuant to this paragraph shall be automatically placed in a banked leave account to be used as sick leave (only after all other leave banks have been depleted) in accordance with the City's personnel rules, or to be converted to PERS service credit upon retirement from the City in accordance with CalPERS regulations. Employees shall not be paid out upon separation from service for any sick leave banked under this paragraph.
- 4. Employees may convert up to 120 hours of accrued Personal Leave to salary compensation once each year. Personal Leave conversion must be submitted by December 20th of each year pursuant to the following:
  - I. Employees utilizing this provision will be required to submit an irrevocable election form by December 31st of the calendar year prior to the calendar year in which the Personal Leave hours to be cashed out are earned.
  - II. Employees that have submitted an irrevocable election form may submit a Personal Leave cash out request form at any time during the calendar year in which the Personal Leave hours are earned.
  - III. The actual payment of the requested hours cannot occur until the hours to be cashed out for that calendar year have accrued. Cash-outs for hours accrued in prior years are not allowed.

- IV. Employees that submitted an irrevocable election form in the prior year but did not submit a cash out request shall receive their Personal Leave cash out in the last paycheck of the calendar year in which the Personal Leave hours are earned.
- 5. Employees who become subject to this Plan on or after July 1, 2020 must convert all accumulated Vacation Leave and Sick Leave to "Personal Leave". Those hours of Sick Leave or Vacation Leave combined in excess of 520 hours will be placed in a Sick Leave and Vacation Leave bank account to be utilized by the Employee or paid out upon separation from service as set forth herein and converted to banked PERS service credit in accordance with CalPERS regulations. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave and Personal Leave accrual balance. (For example, if an employee is compensated for 450 hours of banked Sick Leave, a maximum of 50%, or 225 hours would be included in the one-time lump sum payout and the uncompensated 225 hours would be converted to PERS service credit in accordance with CalPERS regulations.)
- 6. Employees will accrue Personal Leave time at the following rates:

1 to 2 years of city service = 256 hours
2 plus years to 5 years = 272 hours (10.46 hours biweekly)
5 plus years to 10 years = 296 hours (11.38 hours biweekly)
10 plus years to 20 years = 316 hours (12.15 hours biweekly)
20 plus years = 328 hours (12.62 hours biweekly)

#### C. Extended Medical Leave

Those employees who have been granted an approved extended medical leave shall not be required to provide weekly verification of their medical condition. The City reserves the right to require such verification as the Department Head or Human Resource Office has reason to believe 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 an employee faces termination for the sole reason of exhaustion of leave, the City shall meet with the employee to endeavor to reach agreement on alternatives, such as disability retirement, etc.

#### D. Bereavement Leave

Employees may be granted a leave of absence with pay not to exceed a total of forty (40) hours per fiscal year, non-cumulative, for purposes of attending funeral services, making related arrangements for the family, or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, 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, stepparents and father and mother-in laws or any relative living in the immediate household of the employee. It shall be the responsibility of the Department Head to account for such leaves. Leaves of more than forty (40) hours, if approved, shall be charged first against sick leave and then to other accrued leaves if no sick leave is available.

#### E. Holidays

1. Holidays shall mean those days or hours designated as such by or pursuant to this Agreement, City Ordinance or Resolution. Holiday time is time off from to the normal work

period. The Holiday will be the day as observed by the City. The value of a Holiday is 8 hours. Total Holiday hours equal 88 hours.

Recognized holidays shall include:

New Year's Day		Martin Luther King Day
President's Day		Veterans Day
Memorial Day	Thanksgiving Day	
July 4th		The Day after Thanksgiving
Labor Day		Christmas Eve
Christmas Day		

- 2. Only regular and probationary employees in a current and paid status shall be eligible for holiday leave. A 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 day. An employee who is on a consecutive leave of absence without pay or sick leave for both the regularly scheduled working day before and after the holiday shall not be credited for the holiday.
- 3. If Unit 1 employees are scheduled to work by their Department Heads or the City Manager, or are called to active work on one of the eleven (11) designated holidays, employee shall schedule a corresponding day or days off, with approval of the corresponding Department Head, within two pay periods (before or after) of the actual holiday. Similarly, if employee's regularly scheduled day off occurs on one of the designated holidays, employee shall schedule corresponding time off within the two pay period timeframe, as approved by the corresponding Department Head.

#### F. 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 payment for jury service will need to be signed over to the City.

#### G. Community Service Organization Leave

The City encourages employees to participate and be involved in community service organizations. Employees may participate and be involved as a member or officer in community service organizations, provided the involvement does not create a conflict with the City or impedes the employee from performing their required duties. The City, in consideration of such allowed participation shall not budget, nor pay, nor reimburse the employee for any expenses, costs, fees or other charges of any kind for any such participation or involvement. Non-exempt employees will be required to use leave time to participate if work hours are impacted.

#### H. Family and Medical Care Leave

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

- 2. Whenever possible the employee must provide at least thirty (30) days written notice that they would like to take this leave of absence. When this is not possible the employee must notify their supervisor, in writing, as soon as possible. Failure to comply with these notification rules may result in the denial or deferral of the requested leave until the employee has complied with the notice provisions.
- 3. The City will require the certification from the health care provider who is attending to the serious health care condition of the employee, the child, spouse or parent before allowing the leave to be granted to take care of that family member. If there is a question concerning this certification, the City reserves the right to require additional certification(s) at City expense. Unless otherwise agreed to by the City, any Family and Medical Care Leave must be taken in segments of one (1) full work day.
- 4. An employee has the right to take maternity leave and some amount of Family and Medical Care Leave. The employee should check with the Human Resources Manager to determine the eligibility of above mentioned leave.
- 5. The cost of health care coverage while on a Family and Medical Care Leave less any portion of the premium the employee is required to pay will be paid for by the City for up to twelve (12) weeks. If the employee does not return from leave, they will be responsible for reimbursing the City for the insurance premiums paid on the employees' behalf.
- 6. While the above provisions will apply to most employees in most circumstances, there are certain exceptions under which The City may refuse to grant a Family and Medical Care Leave.

#### I. Family Care School Partnership Act

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.

#### **ARTICLE 8 – LEAVE (Battalion Chiefs Only)**

## A. Vacation/Sick Leave to Personal Leave Conversion

Employees who become subject to Personal Leave Program must convert first any Vacation Leave and next any Sick Leave to "Personal Leave". Any hours in excess of 728 hours will remain in a Sick Leave account to be utilized by the Employee, paid out upon separation from service as set forth herein, or converted to banked PERS service credit in accordance with CalPERS regulations. Upon separation from service, the City shall pay employee a one-time lump sum calculated on Fifty (50%) Percent of the employee's banked unused Sick Leave and one hundred (100%) percent of the employee's banked Vacation Leave and Personal Leave accrual balances. (For example, if an employee is compensated for 450 hours of banked Sick Leave, a maximum of 50%, or 225 hours would be included in the one-time lump sum payout and the uncompensated 225 hours would be converted to PERS service credit in accordance with CalPERS regulations.)

## B. Personal Leave Accrual (56-hour work week)

1 to 2 years of city Service = 358 Hours 2 plus years to 5 years = 380 Hours 5 plus years to 10 years = 414 Hours 10 plus years to 20 years = 444 Hours 20 plus years = 462 Hours

## C. Worker's Compensation Pay

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

## D. Bereavement Leave

- 1. Employees shall be granted leave of absence with pay not to exceed two work shifts (48 hrs.) per fiscal year non-cumulative for the purpose of attending funeral services, making related arrangements for the family or travel to and from the location of services on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son in-law, daughter, daughter-in-law, brother, or sister of the employee, step parents or any relative living in the immediate household of the employee.
- 2. Leaves in excess of the 2 work shifts as specified above (or in case of additional deaths) shall be charged to personal leave or compensatory time.
- 3. Standard Employees will receive 40 hours of time to be used in the same manner as provided for in this section.

## E. <u>Holidays</u>

In lieu of actual holidays, 48/96 Shift Employees will be <u>paid-cashed out</u> 6.5 hours of holiday pay each pay period at the employees' <u>base regular</u> rate <u>plus incentives of pay</u> at the same time and in the same manner as normal payroll is paid

#### ARTICLE 9- PROFESSIONAL AND REPRESENTATIONAL EXPENSES

## A. Professional Dues and Fees

The City shall budget and pay or reimburse employees for certain professional dues, fees, and costs of the employee necessary for his/her continuation and full participation or membership in state, regional, and local associations or organizations necessary for him/her professional participation, growth and development and for the good of the City.

## B. <u>Travel</u>

The City shall budget and pay or reimburse employees for certain travel, fees, charges, lodging and subsistence and other related expenses of the employee for attending meeting(s) necessary for him/her to properly perform his/her duties or are necessary to continue his/her professional

development or to represent the City. This may include, but is not limited to, associated conferences or meetings; relevant League of California Cities' conferences or meetings; such other state, regional or local governmental related meetings; or relevant training, short courses, institutes, seminars or such other meetings or educational sessions or classes related to his/her position or responsibilities.

#### C. Civic and Professional Participation

There is a need for the City to be periodically represented, from time to time, by employees through their attendance at or before local civic, service, professional, business, charitable, governmental or other organizations. As such, the City shall budget and pay or reimburse employees for certain expenses resulting from such authorized periodic representational attendance.

#### D. <u>Reimbursement</u>

The City recognizes that to fulfill Paragraphs A, B, and C of this Article that certain expenses of a job- affiliated nature may be incurred by the employee in order to perform his/her duties or represents the City. The City shall pay or reimburse the employee for such general expenses as budgeted by the Council for costs that he/she may incur which may include, but are not limited to, costs for meals and lodging, registration fees, parking fees, bridge tolls, subscriptions, periodicals, publications, professional dues or similar charges.

#### E. <u>Receipts and Billing</u>

All expenses or costs authorized and incurred under Paragraphs A, B, and C of this Article, as budgeted by the Council, shall be reimbursed or paid by the City to or on behalf of the employee upon receipt of billings, statements, receipts, expense forms or personal affidavits as customarily required by the City for expenditure of funds.

#### **ARTICLE 10- RETIREMENT**

#### A. Retirement Benefits

- 1. Miscellaneous- Employees designated as local miscellaneous members by the City are provided retirement benefits under the Public Employees' Retirement System's Local Miscellaneous two point five percent at 55 (2.5% @ 55) formula.
- 2. Miscellaneous PEPRA Employees hired January 1, 2013 or after and designated as local miscellaneous members by the City are provided retirement benefits under the Public Employee Pension Reform Act of 2013 Local Miscellaneous two percent at 62 (2% @ 62) formula, unless the employee has been employed with a CalPERS employer within the preceding six (6) months ("Classic Employee). Classic employees hired on or after January 1, 2013 shall be placed in the 2.5% @ 55 formula.
- 3. Fire Public Safety Fire Department employees designated as local public safety members by the City are provided retirement benefits under the Public Employees' Retirement System's Local Public Safety (Fire) three percent at 55 (3% @ 55) formula.
- 4. Fire Public Safety PEPRA Fire Department Employees hired January 1, 2013 or after and designated as local public safety members by the City are provided retirement benefits under the Public Employee Pension Reform Act of 2013 Local Safety (Fire) 2.7% at 57 formula, unless the employee has been employed in with a CalPERS employer within the preceding six (6) months ("Classic" Employee). Classic employees hired on or after January 1, 2013 shall be placed in the 3% at 55 formula.

- 5. Police Public Safety (Tier 1) Police Department employees hired before July 1, 2011 and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety (Police) 3% at 50 formula.
- Police Public Safety (Tier 2) Police Department employees hired after June 30, 2011 and designated as local public safety members by the City are provided retirement benefits under the California Public Employee's Retirement System Local Safety (Police) 3% at 55 formula (Tier 2).
- 7. Police Public Safety PEPRA Police Department Employees hired January 1,2013 or after and designated as local public safety members by the City are provided retirement benefits under the Public Employee Pension Reform Act of 2013 Local Safety 2.7% at 57 formula, unless the employee has been employed in with a CalPERS employer within the preceding six (6) months ("Classic" Employee). Classic employees hired on or after January 1, 2013 shall be placed in the 3% at 55 formula (Tier 2).
- 8. Social Security Employees are also provided retirement benefits under Social Security.

## B. <u>Retirement Contributions</u>

1. During the term of this agreement, Unit 1 Miscellaneous employees agree to participate with pre-tax contribution for retirement for the Employee share under CalPERS retirement plan as follows:

Employee will pay the full employee share of 8% (Classic) and 6.25% (PEPRA)(half the normal cost pursuant to the Pension Reform Act of 2013).

- 2. Public Safety (Fire) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan as follows: Employee will pay the full employee share of 9% (Classic) and 11.5% (PEPRA).
- 3. Public Safety (Police) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan as follows:
  - Employee will pay the employees full 9% (Classic) and 11.5% (PEPRA).
- 4. The City will pay the full employer contribution to PERS.
- 5. The City will pay the employer contribution rate for Social Security.
- 6. The Employee will pay the full amount of the Employee's Contribution rate to Social Security.

#### C. Supplemental Retirement Benefit

The City shall pay a supplemental benefit to each eligible employee covered under the terms of this MOU who attains normal retirement age. The term "minimum retirement age" is the age at which an employee elects to receive a disbursement under the terms of the employee retirement benefit plan. The term "elects" refers to employees who leave City employment for the sole reason of retiring under a PERS regular service retirement, disability retirement or industrial disability retirement and has at least ten (10) years of service with the City of Grass Valley. Those Unit 1 employees forced to retire under disability retirement or industrial disability retirements covered under the terms of this MOU are deemed to have a minimum of 10years of service credit with the City of Grass Valley.

The benefits provided under the terms of this Section shall be a one-time lump sum payment, calculated on the basis of fifty percent (50%) of the straight time value of the retiring employee's accumulated but unused sick leave, up to 450 hours on the date that the employee retires from City employment. (For example, if an employee is compensated for 450 hours at the 50% rate, the uncompensated 225 hours would go to PERS service credit along with any other accrued hours in

excess of 450 hours). The reference to sick leave days in this Section is for purposes of calculating the benefit provided under this Section only, and shall not operate to "vest" sick leave hours, or otherwise create any entitlement to pay for those sick leave hours for an employee who terminates employment prior to attaining normal retirement age as defined in this sub- part. The straight-time value of the retiring employee's sick leave hours shall be computed solely and exclusively on the basis of the non-overtime normal wage rate paid to the employee, and no overtime premiums, or any other type of premium pay or pay for working out-of-class or employee benefits or other forms of non-straight time wage compensation shall be used for purposes of calculating the benefits due under this Section.

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

Consistent with the sick leave provisions of this MOU, any employee whose employment with the City terminates for any reason, as opposed to being reinstated, prior to attaining normal retirement age, forfeits all accumulated but unused sick leave hours, and shall not become entitled or eligible to receive any benefits under the terms of this Section even if the employee is subsequently re-employed by the City. Notwithstanding the limitations contained in the previous sentences, the City shall pay a supplemental retirement benefit consisting of all unused sick leave to the estate of any employee covered by this MOU who is killed in the line of duty. Any rehired or reinstated employee shall begin to accrue sick leave hours as if they had never worked for the City previously. The benefit provided in this Section shall not arise or vest until such time as the individual employee applying for the benefit becomes eligible for the benefit as provided in this Section and provides written notice to the City Manager of his/her intention to retire from employment with the City. The benefit provided in this Section shall not increase the City's obligations with respect to other benefits of employment, including, but not limited to, other retirement benefits, health and welfare benefits, sick leave benefits, disability benefits, or any other form of compensation or fringe benefits of whatsoever kind or nature.

#### D. <u>Retiree Health Insurance Benefit</u>

- 1. Any employee retiring from the City under PERS, after twenty-five (2025) or more years of City service, is eligible for the following retiree health insurance benefit. To receive this benefit a retiree must provide ongoing evidence of health insurance coverage.
  - I. An employee retiring from the City after July 2, 2006 twenty or more years will receive two-five hundred fifty (\$500.00 \$250.00) dollars per month, not including the statutory administrative fee for PERS coverage.
  - **I.II.** An employee retiring from the City with twenty five (25) years of service or more, and retiring prior to December 31, 2024, will receive seven hundred dollars (\$700.00) per month.
- 2. The City will pay the statutory administrative fee for PERS coverage.
- 3. To receive this benefit a retiree must provide annual evidence of health insurance.
- 2.4. Such benefit will cease upon the retiree receiving group medical insurance coverage from another employer or receiving coverage through Medicare. If a retiree covered under another employer's group medical insurance loses such coverage, this benefit will start or restart until the retiree is otherwise ineligible.

## ARTICLE 11- HEALTH AND WELFARE

## A. Insurance Benefits

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

1. The City will pay a monthly flat rate contribution for health insurance (Medical, Vision, and Dental). The amount paid will be based on the employee's selection of medical coverage based on the following:

(Effective July 1, 2024)

- I. For Employees only: <u>\$964</u> <del>\$814</del>
- II. For Employees plus one dependent: <u>\$1,772</u> <del>\$1,622</del>
- III. For Employee plus two or more dependents: <u>\$2,280</u> <del>\$2,130</del> (Effective January 1, 2025)
  - I. For Employees only: \$1,314
- II. For Employees plus one dependent: \$2,122
- **<u>HIII.</u>** For Employees plus two or more dependent: \$2,630</u>
- 2. If at any point during the term of this agreement increased flat rate contributions for health insurance are provided by the City to either Unit 6 or Unit 8, the amount paid to Unit 1 employees, based on the employee's selection of medical coverage shown above, shall be immediately adjusted to the highest amount paid to either Unit 6 or Unit 8 employees.
- 3. All benefits shall be subject to the standard provisions set forth in the policy or policies, or P.E.R.S. regulations.
- 4. Employees waiving medical insurance coverage shall receive two hundred fifty (\$250) dollars less the cost of any elected dental or vision insurance. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due employees for waiving medical insurance coverage shall be paid in a lump sum once per month.
- 5. Disputes concerning the hospital/medical, vision and life insurance provided pursuant to this MOU-including, but not limited to, questions as to the scope of benefits or disability coverage, eligibility, and premium rate shall not be subject to the Grievance Procedure.
- 6. The retiree health care benefit is subject to policy or policies or PERS regulations, including the payment of administrative fees, which will be paid by the City. Subject to provisions/policies of the insurance carrier, retirees and their dependents may, at their own expense, continue coverage under the City's program, which may extend beyond the COBRA period.
- 7. The dental and vision plans selected for Unit members shall be maintained in the Human Resource Office for reference.
- 8. The City agrees to supply life insurance for each employee in the amount of fifty thousand (\$50,000) for each employee, five thousand (\$5,000) dollars for the employee's spouse and fifteen hundred (\$1,500) dollars for other eligible dependents without cost to the employee.

## B. Cost Containment Committee

The City shall establish a health care cost containment committee, which shall be advisory only; its purpose shall be to review alternatives, and to recommend long-term strategies. These recommendations will be made to the City Council via the City Manager for review and advisement.

## C. Long Term Disability

The City shall provide without cost to the Employee an income protection insurance program that shall insure an Employee's income to a maximum of sixty-six and two thirds (66 2/3%) of monthly earnings with a ceiling of six thousand dollars (\$6,000) in calculated base. Conditions of coverage shall be controlled by the master agreement with the insurance company.

## D. Legal Defense Insurance

The City shall provide legal defense insurance offered through the California Police Officers' Association for Police Department Employees. The plan agreed upon contains a \$0 deductible and a \$470 annual premium.

# E. 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.

During the transition time into SDI (date of signature through July 31, 2024 or effective date of SDI plus an additional six (6) months) the City will cover two thirds (2/3) of base salary up to six thousand (\$6000) a month for any short term disability with a doctors note and time out exceeds two (2) weeks

# ARTICLE 12- SAFETY

## A. Safe Conditions, Equipment and Duties

- 1. The City and 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 employee's supervisor or department head. The City shall investigate the complaint and make any and all corrective measures as deemed necessary by the City. Employees shall cooperate fully in carrying out safe practices and in using safety devices provided by the City.
- 2. Employees agree that the duties and tasks performed by them shall be performed in a safe and healthful manner.
- 3. The City agrees to purchase rain gear for employees that are required to work in the elements. All rain gear purchased shall remain the property of the City.
- 4. Personnel will receive an annual safety allowance of one hundred twenty-five (\$125.00) dollars per year to be used for safety equipment that assures and enhances the personal and direct safety of the employee and their job. The employee's Department Head and the City Safety Officer must approve reimbursement of this allowance. The roll over option extends to personnel to a maximum of two hundred fifty (\$250.00) dollars and if the allowance is not used in the second year, the benefit will be lost for that year.

## B. <u>Uniforms</u>

- 1. For Battalion Chief the City will provide the following:
  - I. The Battalion Chief shall receive a uniform allowance of Thirteen Hundred Seventy-Five Dollars (\$1,375.00) per fiscal year in two installments. Each installment shall

be paid in a lump sum of Six Hundred and Eighty-Seven Dollars and Fifty Cents (\$687.50). The first installment shall be paid the first pay period in July of each year. The second installment shall be paid the first pay period of January of each year. shall receive a uniform allowance of \$1,200.00. The allowance will be paid twice each year, with one half in July and one half in January. Payment will be made with first full pay period of the month and be made as part of the normal pay check. For PERS Classic members, uniform allowance(s) shall be considered pensionable compensation and will be reported to CalPERS each pay period on a prorated basis.

- II. Employees will purchase a Class A uniform within two years of hire. New hires will purchase a Class A uniform within three years of hire.
- III. Individual S.C.B.A. masks; and
- IV. Other approved work related benefits as may be appropriate that are associated with City firefighters.
- 2. For <u>Police Department EmployeesSworn Police members</u> the City will provide the following:
  - I. The Police Department EmployeesSworn Police members shall receive a uniform allowance of Thirteen Hundred Seventy FiveSeventy-Five Dollars (\$1,375.00) per fiscal year in two installments. Each installment shall be paid in a lump sum of Six Hundred and Eighty-Seven Dollars and Fifty Cents (\$687.50). The first installment shall be paid the first pay period in July of each year. The second installment shall be paid the first pay period of January of each year. For PERS Classic members, uniform allowance(s) shall be considered pensionable compensation and will be reported to CalPERS each pay period on a prorated basis.
  - II. The Police Department Employees may have one uniform per week professionally cleaned at an established vendor. For PERS Classic members, the actual average cost per employee of the laundered uniform service shall be considered pensionable compensation and will be reported to CalPERS each pay period on a prorated basis. In no event shall the cost for maintaining the laundered uniform service exceed One Thousand Two Hundred Dollars (\$1,200.00) per year.
- 3. For all other Employees who are required to wear uniforms:
  - I. The City shall provide and launder uniform shirts and uniform pants.
  - II. The City shall provide appropriate personal protective equipment.
  - III. The City shall provide appropriate rain suits (weather related gear) that are Gore-Tex or similar in quality and that meet safety requirements;
  - IV. In addition to the above, for Maintenance and Water/Wastewater personnel, 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 Tshirts.
  - V. Per PERS Classic members, the cost of providing and laundering uniforms not to exceed \$500 annually shall be considered pensionable compensation and will be reported to PERS each pay period on a prorated basis.

#### C. Employee Alertness

1. The most effective safety equipment an employee possesses is an alert mind. Conversely, an employee whose judgment, reactions and analytical processes are impaired or influenced by alcohol or drugs poses a risk to themselves, their coworkers and to the public. The City, therefore, expressly retains the right as explained in this Article to verify that employees covered by the Agreement are alert and are not under the influence of alcohol, controlled

substances, drugs or other conditions which would tend to affect or impair judgment, reactions or thought processes.

- 2. The parties recognize the problems associated with alcohol and drug abuse in the work place and recognize the safety hazard, which would be presented if an employee worked while under the influence of alcohol, intoxicating drugs or controlled substances. The parties further agree that a testing procedure with both privacy and accuracy safeguards is one appropriate means of protecting the safety of Employees.
- 3. The employees and the City have reached complete agreement on a drug and alcohol policy reference in the Personnel Con1nussion Compendium.

#### D. Drug, Alcohol and Substance Abuse Policy

A model "Chain of Custody" procedure as set forth in the Personnel Commission Compendium will be utilized in the event the City contracts for testing services.

#### E. <u>Employee Assistance Program</u>

The City has established an Employee Assistance Program. This program provides confidential counseling help for employees and their families. This benefit allows for three (3) 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.

## **ARTICLE 13- REDUCTION IN FORCE AND RE-EMPLOYMENT**

## A. <u>Layoff/furlough Provision</u>

- 1. In lieu of layoff, the City may pursue consideration of a furlough or reduction of hours on a department basis as follows:
  - I. City Council makes a finding that for reason of lack of work, lack of funds, or for reorganization that a reduction in services is needed.
- 2. Department Head consults with employees to explore alternatives:
  - I. Voluntary furloughs/hours reduction on an individual basis is sought first.
  - II. 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 year. Management is required to meet and confer regarding the impact on unit members resulting from the involuntary furlough.
  - III. Direct cost benefit accruals shall not be reduced for employees. Insurance shall still be paid as provided for in this agreement by the City. Leave accruals will continue with no impact.

## B. Treatment of Employees Laid Off

When a Department Head is instructed by the City Council to reduce the number of employees in the classified service within their department, layoff shall be made in accordance with any pertinent Civil Service Rules and Regulations.

## ARTICLE 14- GRIEVANCE PROCEDURE

## A. <u>Definition</u>

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

## B. Process

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

## C. Procedures

- 1. All grievances shall be processed only in accordance with the procedures and general conditions set forth below.
- 2. It is the intent of these procedures to encourage resolution of complaints and grievances informally, at the nearest practical organizational level from which it emanates, and as promptly and fairly as possible to all concerned.

## D. Informal Grievance

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

#### E. Formal Grievance

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

#### Step 1:

- 1. If a mutually satisfactory solution of the grievance was not resolved informally, the employee may file a written grievance with his/her department head (or designated representative) within five (5) working days after the last meeting between the employee and supervisor. Within ten (10) working days 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 after concluding the investigation, the Department Head shall render a decision in writing to the employee and Human Resource Office.
- 2. Unless a decision of the Department Head is appealed by the employee to Step 2, in the time limits provided, the grievance shall be deemed resolved, final and binding.

#### Step 2:

1. If the employee finds that the grievance has not been resolved in Step 1, he/she may, within five (5) working days 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 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 after concluding the review, the City Manager shall render a decision in writing to the employee, Department Head and Human Resource Office.

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

#### Step 3:

- 1. If the employee finds that the grievance has not been resolved in Step 2, he/she may, within five (5) working days after the City Manager's decision in 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 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 after concluding the review, the Personnel Commission shall render a decision in writing to the employee, City Manager, Human Resource Office and Department Head.
- 2. Unless the decision of the Personnel Commission is appealed by the employee to Step 4, in the time provided, the grievance shall be deemed resolved, final and binding.

#### Step 4:

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

#### F. General Conditions

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

- 3. Grievances regarding termination of employment may be made only on behalf of an employee who has successfully completed a required probationary period and attained permanent status.
- 4. 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.
- 5. In the event that more than one (1) employee is directly involved in a grievance, they shall select one (1) person from among them to carry the grievance forward on their behalf. This person may also select a representative of his/her choice. The employee shall be present at any meeting held on their behalf, unless he/she specifically waives that right in writing.
- 6. Any time limit of these procedures may be extended by mutual consent of the parties.
- 7. During the grievance process, there shall be no interruption of scheduled work of a department or the City.
- 8. It is understood that the City is currently in the process of revising the Personnel Rules and Regulations, including the Grievance Procedure, and Unit # 1will review and have input to the Grievance Procedures prior to finalization. It is agreed once the Grievance Procedures have been finalized, they will be incorporated i.1.1to this MOU.

#### **ARTICLE 15- RESIDENTIAL MILEAGE RESTRICTION**

Sworn employees in this unit shall live no further than 30 air miles from the City limits. The Fire or Police Department Employees shall have discretion to permit sworn employees to live further than 30 air miles from the City limits when, in the Chiefs' opinion, the employee will be capable of responding to an emergency in a reasonable period of time.

#### ARTICLE 16- MAINTENANCE OF NEGOTIABLE BENEFITS

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

#### ARTICLE 17- NOTICE

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

#### **Employer:**

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

#### **Bargaining Unit:**

Unit 1 Representative City of Grass Valley 125 E. Main Street Grass Valley, Ca. 95945

## ARTICLE 18- SEVERABILITY SAVINGS CLAUSE

- A. If, during the life of this Agreement, any law or any order issued by a Court or other tribunal of Competent Jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.
- B. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### **ARTICLE 19- TERMS OF AGREEMENT**

- A. This Agreement shall be effective upon the approval by the City Council and shall continue in full force and effect until June 30, 2022.
- B. This Agreement may be extended; provided that either party notifies the other within thirty (30) days prior to the expiration date of this Agreement of its desire, and both parties mutually agree in writing to the extension.

# **RECOMMENDATION OF REPRESENTATIVES**

The City and representatives of the employees for Unit #1 have held meetings and discussed the above, and representatives of the employees have caused this Agreement to be signed and the representative of the City has caused this Agreement to be signed to signify their mutual recommendation for approval by the City Council as follows:

Timothy Kiser, City Manager

Catharine Dykes, Unit #1 Representative

Michael Colantuono, City Attorney

Brian Blakemore, Unit #1 Representative

# APPROVAL OF AGREEMENT

Approval and adoption of this Memorandum of Understanding is made this  $\frac{10\text{th}22\text{nd}}{20234}$  day of October August 20234 and is effective from July 1, 20234 through June December 310, 20245 by the Grass Valley City Council.

Jan Arbuckle, Mayor

Attest:

Taylor **Day**<u>Whittingslow</u>, City Clerk

ltem # 2.

# Appendix A

ltem # 2.

# **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:
    - I. The employee should be supervised while delivering the specimen.
    - II. 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).
    - III. The collector and the donor should initial the bottle to indicate that both agree that the bottle contains the person's urine specimen.
    - IV. The name of each person who has access to the specimen should be noted on a form accompanying the specimen.
    - V. 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.
    - VI. Testing performed at the workplace should be done in a secure location to avoid the possibility of a passerby exchanging samples.
    - VII. 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 is all acceptable means for transporting specimens.
    - VIII. The specimen must be in the same condition when offered as evidence as it was when taken, unless the change is fur 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.

# EXHIBIT A City of Grass Valley Salary Schedule FY 2024-2025

			Hourly					Bi Weekly	<b></b>			Monthly				Annually					
Position	Α	В	C	D	E	Α	в	C	D	E	А	В	C	D	E	Α	В	C	D		E
Management/Supervisory Unit 1 July 1			-	U	<u> </u>		D	0	D	<u> </u>			0	D	<u> </u>		0	0	0		<u> </u>
Animal Control Supervisor	30.62	-cemper -	33.93		39.25	2,449.22		2,714.63		3,140.22	5,306.64		5,881.70		6,803.80	63,679.71		70,580.38		¢o	1,645.64
Treatment Plant Superintendent-formerly	30.02	-	33.93	-	39.20	2,449.22	-	2,714.03	-	3,140.22	5,500.04	-	5,001.70	-	0,003.00	03,079.71	-	70,560.56	-	φο	1,045.04
Asst Chief TPO	43.64	-	49.51	-	55.38	4,064.03	-	4,481.23	-	5,157.33	8,805.40	-	9,709.34	-	11,174.22	105,664.80	-	116,512.09	-	\$ 13	4,090.60
Assistant Engineer	42.40		44.84		51.64	3,391.68		3,587.22		4,131.08	7,348.65		7,772.32		8,950.67	88,183.77		93,267.79		¢ 10	7,408.08
Assistant City Engineer	42.40 57.49	-	44.84 63.70	-	73.40	4,599.50	-	5,095.87	-	4,131.08 5,871.61	9,965.59	-	11,041.05	-	12,721.82	119,587.12	-	132,492.56	-		2,661.84
Associate Civil Engineer	48.54		53.77		61.94	4,399.30 3,883.36	-	4,301.50	-	4,955.25	9,903.39 8,413.96	-	9,319.92	-	10,736.37	100,967.48	-	111,839.02	-		8,836.43
Battalion Chief (40)	40.34 50.11		55.53		65.46	4,008.69	-	4,301.30	-	4,955.25 5,236.98	8,685.49	-	9,624.46	-	11,346.79	100,907.40	-	115,493.56			6,161.51
Battalion Chief (56)	35.79		39.86		46.76	4,008.69		4,464.27		5,236.98	8,685.49		9,672.59		11,346.79	104,225.91	_	116,071.03			6,161.51
Building Official	53.87		59.70		40.70 68.77	4,008.09	-	4,404.27	-	5,501.49	9,337.62	-	10,348.63	-	11,919.90	112,051.47	-	124.183.53	-		3,038.77
Principal Planner	47.63		52.77		60.79	3,810.73	-	4,770.29	-	4,863.05	9,337.02 8,256.57	-	9,146.39	-	10,536.61	99,078.87	-	109,756.71			6,439.35
Utilities Superintendent- Replacing	40.37		45.80		51.23	4,380.66	-	4,853.74	-	4,003.00 5,591.30	9,491.43	-	10,516.44	_	12,114.48		-	126,197.23	-		
		-		-												113,897.11					5,373.77
Deputy Public Works Director	43.61	-	47.38	-	55.31	3,489.19	-	3,790.58	-	4,424.83	7,559.92	-	8,212.93	-	9,587.14	90,718.99	-	98,555.18	-		5,045.63
Police Captain	60.68	-	69.25	-	85.57	4,854.67	-	5,540.08	-	6,845.71	10,518.45	-	12,003.51	-	14,832.37	126,221.44	-	144,042.08	-		7,988.44
Police Lieutenant	53.09	-	58.94	-	71.31	4,247.49	-	4,714.98	-	5,704.91	9,202.89	-	10,215.79	-	12,360.65	110,434.68	-	122,589.51	-		8,327.74
Information Technology Analyst	50.80	-	55.99	-	64.83	4,064.03	-	4,479.37	-	5,186.20	8,805.40	-	9,705.31	-	11,236.77	105,664.75	-	116,463.67	-		4,841.19
General Ledger Accountant	36.11	-	45.63	-	56.90	2,888.81	-	3,650.09	-	4,552.01	6,259.10	-	7,908.53	-	9,862.69	75,109.18	-	94,902.32	-		8,352.27
Senior Accountant	36.11	-	45.14	-	56.90	2,888.78	-	3,611.44	-	4,552.01	6,259.01	-	7,824.78	-	9,862.69	75,108.17	-	93,897.32	-		8,352.27
Senior Engineer	53.01	-	58.75	-	68.34	4,240.97	-	4,700.08	-	5,467.44	9,188.77	-	10,183.51	-	11,846.12	110,265.18	-	122,202.11	-		2,153.47
Senior Engineer/Deputy Director	57.49	-	63.70	-	73.40	4,599.50	-	5,095.87	-	5,871.61	9,965.59	-	11,041.05	-	12,721.81	119,587.12	-	132,492.56	-		2,661.74
Superintendent	41.55	-	45.13	-	52.69	3,323.68	-	3,610.50	-	4,214.89	7,201.30	-	7,822.76	-	9,132.27	86,415.56	-	93,873.11	-		9,587.23
Superintendent II	43.62	-	48.31	-	55.32	3,489.44		3,864.78	-	4,425.36	7,560.45		8,373.70		9,588.28	90,725.44		100,484.39	-	\$ 11	5,059.32
Management/Supervisory Unit 1 Janua				25:	~~ ~~			0.744.00												<b>•</b> •	
Animal Control Supervisor	30.62	-	33.93	-	39.96	2,449.22	-	2,714.63	-	3,196.74	5,306.64	-	5,881.70	-	6,926.27	63,679.71	-	70,580.38	-	\$ 83	3,115.26
Treatment Plant Superintendent-formerly	43.64	-	49.51	-	55.38	4,064.03	-	4,481.23	-	5,250.16	8,805.40	-	9,709.34	-	11,375.35	105,664.80	-	116,512.09	-	\$ 13 <sup>0</sup>	6,504.23
Asst Chief TPO	10,10		44.04		50 57	0.004.00		0 507 00		4 005 44	7.040.05		7 770 00		0 4 4 4 70	00 400 77		00 007 70		<b>•</b> • • •	0.044.40
Assistant Engineer	42.40	-	44.84	-	52.57	3,391.68	-	3,587.22	-	4,205.44	7,348.65	-	7,772.32	-	9,111.79	88,183.77	-	93,267.79	-		9,341.43
Assistant City Engineer	57.49	-	63.70	-	74.72	4,599.50	-	5,095.87	-	5,977.30	9,965.59	-	11,041.05	-	12,950.81	119,587.12	-	132,492.56	-		5,409.75
Associate Civil Engineer	48.54	-	53.77	-	63.06	3,883.36	-	4,301.50	-	5,044.44	8,413.96	-	9,319.92	-	10,929.62	100,967.48	-	111,839.02	-		1,155.49
Battalion Chief (40)	50.11	-	55.53	-	66.64	4,008.69	-	4,442.06	-	5,331.25	8,685.49	-	9,624.46	-	11,551.03	104,225.91	-	115,493.56	-		8,612.42
Battalion Chief (56)	35.79	-	39.86	-	47.60	4,008.69	-	4,464.27	-	5,331.25	8,685.49	-	9,672.59	-	11,551.03	104,225.91	-	116,071.03	-		8,612.42
Building Official	53.87	-	59.70	-	70.01	4,309.67	-	4,776.29	-	5,600.52	9,337.62	-	10,348.63	-	12,134.46	112,051.47	-	124,183.53	-		5,613.47
Principal Planner	47.63	-	52.77	-	61.88	3,810.73	-	4,221.41	-	4,950.59	8,256.57	-	9,146.39	-	10,726.27	99,078.87	-	109,756.71	-	\$ 127	8,715.26
Utilities Superintendent- Replacing	40.37	-	45.80	-	51.23	4,380.66	-	4,853.74	-	5,691.94	9,491.43	-	10,516.44	-	12,332.54	113,897.11	-	126,197.23	-	\$ 14 <sup>.</sup>	7,990.50
Utilities Superintendent/CTPO	40.04		47.00		50.04	0.400.40		0 700 50		4 50 4 40	7 550 00		0.040.00		0 750 70	00 740 00		00 555 40		<b>•</b> • • •	7 4 4 9 4 5
Deputy Public Works Director	43.61	-	47.38	-	56.31	3,489.19	-	3,790.58	-	4,504.48	7,559.92	-	8,212.93	-	9,759.70	90,718.99	-	98,555.18	-		7,116.45
Police Captain	60.68	-	69.25	-	87.11	4,854.67	-	5,540.08	-	6,968.93	10,518.45	-	12,003.51	-	15,099.35	126,221.44	-	144,042.08	-		1,192.23
Police Lieutenant	53.09	-	58.94	-	72.60	4,247.49	-	4,714.98	-	5,807.60	9,202.89	-	10,215.79	-	12,583.14	110,434.68	-	122,589.51	-		0,997.64
Information Technology Analyst	50.80	-	55.99	-	65.99	4,064.03	-	4,479.37	-	5,279.55	8,805.40	-	9,705.31	-	11,439.03	105,664.75	-	116,463.67	-		7,268.33
General Ledger Accountant	36.11	-	45.63	-	57.92	2,888.81	-	3,650.09	-	4,633.95	6,259.10	-	7,908.53	-	10,040.22	75,109.18	-	94,902.32	-	\$ 120	0,482.61
Senior Accountant	36.11	-	45.14	-	57.92	2,888.78	-	3,611.44	-	4,633.95	6,259.01	-	7,824.78	-	10,040.22	75,108.17	-	93,897.32	-	Page	42 .61
Senior Engineer	53.01	-	58.75	-	69.57	4,240.97	-	4,700.08	-	5,565.86	9,188.77	-	10,183.51	-	12,059.35	110,265.18	-	122,202.11	-		.23
Senior Engineer/Deputy Director	57.49	-	63.70	-	74.72	4,599.50	-	5,095.87	-	5,977.29	9,965.59	-	11,041.05	-	12,950.80	119,587.12	-	132,492.56	-		5,409.65
Superintendent	41.55	-	45.13	-	53.63	3,323.68	-	3,610.50	-	4,290.76	7,201.30	-	7,822.76	-	9,296.65	86,415.56	-	93,873.11	-	\$ 11	1,559.80



# City of Grass Valley City Council Agenda Action Sheet

<u>Title</u>: International Union of Operating Engineers, Stationery Engineers, Local 39 Memorandum of Understanding - Unit #2 (General Employees) and Unit #3 (Office Technical Employees) - July 1, 2024 - June 30, 2027

**CEQA:** Not a Project

<u>Recommendation</u>: Adopt Resolution No. 2024-64 & 2024-63 approving the Labor Memorandum of Understanding for a 3-year period beginning July 1, 2024, through June 30, 2027, between the City of Grass Valley and the International Union of Operating Engineers, Stationery Engineers, Local 39 (Unit 2 and Unit 3).

Prepared by: Catrina Olson, Deputy Administrative Services Director

Council Meeting Date: 08/22/2024 Date Prepared: 08/19/2024

Agenda: Consent

# **Background Information:**

Over the course of the last several months, the City's labor negotiations team has been meeting with representatives of the 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 July 1, 2024. The City's labor team and Unit 2 & Unit 3 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:

## City of Grass Valley and IUOE Local 39, Unit 2

TERM:	3-Years, July 1, 2024 to June 30, 2027	Fiscal Year	General Fund	Water	Sewer	Totals
WAGES:	* Upon ratification of the Memorandum of Understanding by the City Council All					
	employees shall receive a \$750.00 lump sum off salary schedule payment with their					
	next regulary scheduled paycheck.	FY 2024/2025	\$ 9,926.25	\$ 4,005.17	\$ 6,141.14	\$20,072.56
	*Effective the first regularly scheduled paycheck following July 1, 2025, all employees					
	shall receive a 2% salary increase.	FY 2025/2026	\$ 15,195.42	\$ 5,988.34	\$10,504.64	\$31,688.40
	*Effective the first regularly scheduled paycheck following July 1, 2026, all employees					
	shall receive a 2.5% salary increase.	FY 2026/2027	\$ 34,607.22	\$13,623.47	\$23,898.05	\$72,128.74
MEDICAL	City to increase medical as follows:	Fiscal Year	General Fund	Water	Sewer	Totals
	*Effective 01/01/2025 and additional \$150.00 per month at each medical enrollment					
	level.	FY 2024/2025	\$ 10,860.00	\$ 4,290.00	\$ 6,450.00	\$21,600.00
	*Effective 01/01/2026 an additional \$100.00 per month at each medical enrollment					
	level.	FY 2025/2026	\$ 27,360.00	\$11,040.00	\$16,800.00	\$55,200.00
	*Effective 01/01/2027 an additional \$100.00 per month at each medical enrollment					
	level.	FY 2026/2027	\$ 47,100.00	\$19,650.00	\$30,450.00	\$97,200.00
	*Effective 01/01/2025 increase in leiu of medical \$200.00. (Cost of this included with					
	medical totals)					
Vacation	,New language:					
	After 2 years of City service, credit for prior public service shall be included for the					
	purposes of calculating vacation accrual. Maximum accrual under this provision not to $\label{eq:purposes}$					
	exceed 10 years of total service credit (164 hours per year).					

\*Employee shall be responsible to provide verfication from prior service.

#### City of Grass Valley

and

IUOE Local 39, Unit 3

#### Tentative Agreement July 1, 2024

TERM:	3-Years, July 1, 2024 to June 30, 2027	Fiscal Year	General Fund	Meas E	Water	Sewer	Totals
WAGES:	* Upon ratification of the Memorandum of Understanding by the City Council All						
	employees shall receive a \$750.00 lump sum off salary schedule payment with their						
	next regulary scheduled paycheck.	FY 2024/2025	\$ 7,569.03	\$ 866.63	\$ 571.97	\$ 571.97	\$ 9,579.60
	*Effective the first regularly scheduled paycheck following July 1, 2025, all employees						
	shall receive a 2% salary increase.	FY 2025/2026	\$ 14,015.96	\$ 1,272.86	\$ 1,071.36	\$ 1,071.36	\$17,431.54
	*Effective the first regularly scheduled paycheck following July 1, 2026, all employees						
	shall receive a 2.5% salary increase.	FY 2026/2027	\$ 31,886.30	\$ 2,895.76	\$ 2,437.34	\$ 2,437.34	\$39,656.74
MEDICAL	City to increase medical as follows:	Fiscal Year	General Fund	Meas E	Water	Sewer	Totals
	*Effective 01/01/2025 and additional \$150.00 per month at each medical enrollment						
	level.	FY 2024/2025	\$ 8,112.00	\$ 900.00	\$ 594.00	\$ 594.00	\$10,200.00
	*Effective 01/01/2026 an additional \$100.00 per month at each medical enrollment						
	level.	FY 2025/2026	\$ 20,832.00	\$ 2,400.00	\$1,584.00	\$ 1,584.00	\$26,400.00
	*Effective 01/01/2027 an additional \$100.00 per month at each medical enrollment						
	level.	FY 2026/2027	\$ 36,960.00	\$ 4,500.00	\$ 2,970.00	\$ 2,970.00	\$47,400.00
	*Effective 01/01/2025 increase in leiu of medical \$200.00. (Cost of this included with						
	medical totals)						
Vacation	,New language:						
	After 2 years of City service, credit for prior public service shall be included for the						
	purposes of calculating vacation accrual. Maximum accrual under this provision not to						
	exceed 10 years of total service credit (164 hours per year).						
	*Employee shall be responsible to provide verfication from prior service.						

# 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:

Overall cost for FY 2024/2025 for Unit 2 & 3 for all funds, including wages and medical, \$61,452.16, FY 2025/2026 for all funds, including wages and medical, \$130,719.94 and for FY 2026/2027 for all funds including wages and medical, \$256,385.48. The cost for the term of the agreement, July 1, 2024-June 30, 2027, for Units 2 & 3 to the General Fund is \$264,424.18, to the Measure E Fund is \$12,835.25, to the Water Fund is \$67,825.65 and to the Sewer Fund is \$103,472.50.

Funds Available: YES

<u>Account #</u>: General Fund Measure E Fund Water Fund Sewer Fund

# Reviewed by: Tim Kiser, City Manager

# Attachments:

- Resolution No. 2024-62 & 2024-63 Approving of Unit 2 & 3 Memorandum of Understandings
- Memorandum of Understanding Units 2 & 3
- Exhibit A to the Memorandum of Understanding Units 2 & 3

## **RESOLUTION NO. 2024-62**

## 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 July 1, 2024 - JUNE 30, 2027, 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.
- 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 July 1, 2024, through June 30, 2027, 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 22<sup>nd</sup> day of August 2024 by the following vote:

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

Jan Arbuckle, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Day, 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

July 1, <del>2023</del>-<u>2024</u> – June 30, <del>2024</del><u>2027</u>

# **TABLE OF CONTENTS**

ARTICLE 1 - UNION RECOGNITION	1
ARTICLE 2 - SUPPORT OF MOU	1
ARTICLE 3 - UNION RIGHTS	1
A. Union Access	1
B. Bulletin Boards	
C. Use of Facilities	2
D. Time Off for Meetings	
E. List of Stewards	
F. Union Dues	
G. New Employee Orientation	
H. Part-time Employees	4
ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES	
PROCEDURAL PREROGATIVES	4
	-
ARTICLE 5 - HOURS OF WORK AND BASIS OF COMPENSATION	
<ul><li>A. Pay Periods</li><li>B. Work Periods/Days</li></ul>	
C. Calculation of Compensation	
D. Lunch Periods	
E. Rest Period	
F. Weekend Work Schedule	
	0
ARTICLE 6 – SALARY SCHEDULE/COMPENSATION	
A. Salary Increases	
B. Work in Higher Class	
C. Special Project Pay	
D. Shift Differential.	
E. Split Shift Differential	8
F. Rules for Use of Salary Schedule	8
G. Educational Incentive	9
H. Certificates and Licenses	10
I. Class B Driver's License	10
J. Interagency Work	11

# ARTICLE-7-OVERTIME; CALL BACK; STANDBY; COURTTIME;

THETTELE / OVERTIME, CILLE DICER, STUDDI, COURTINIE,	
SNOW DAYS	11
A. Overtime	
B. Snow Days	12

C. Call Back Time	13
D. Telephone Call Back Pay	13
E. Standby Time	
F. Shift Change Notice	
G. Court Time	
ARTICLE 8 – LEAVE	15
A. Absence From Duty.	
B. Sick Leave	
C. Sick Leave usage	
D. Extended Medical Leave	
E. Bereavement Leave	
F. Vacation Leave	
G. Holidays	
H. Jury Duty Leave	
I. Family and Medical Care Leave	
J. Family Care School Partnership Act	
K. Paid Administrative Leave	
K. I ald Administrative Leave	20
ARTICLE 9 – RETIREMENT	20
A. Classic Employee Retirement Benefits	
B. Classic Employee Retirement Contributions	
C. New Member Retirement Benefits	
D. New Member Retirement Contributions	
E. Supplemental Retirement Benefits	
F. Retiree Health Insurance Benefit	22
ADTICLE 10. LEALTH AND WELEADE	22
ARTICLE 10 - HEALTH AND WELFARE A. Insurance Benefits	23 22
B. Short Term Disability Insurance	
B. Short Term Disability insurance	23
ARTICLE 11 – SAFETY	24
A. Safe Conditions, Equipment and Duties	
B. Employee Alertness	
C. Drug, Alcohol and Substance Abuse Policy	
D. Employee Assistance Program	
E. Safety Boot/Shoe Allowance	23
	25
ARTICLE 12 - REDUCTION IN FORCE AND RE-EMPLOYMENT	
A. Finding for Reduction in Force	
B. Voluntary Furloughs	
C. Involuntary Furloughs	
D. Treatment of Employees Laid Off E. Bumping Rights	
Li Daanaan oo Daalaha	77

F. Re-Employment List	
G. Alternatives to Layoffs	

ARTICLE 13 - UNIFORMS AND MISCELLANEOUS	29
A. Provisions For Uniforms and Weather Related Gear	
B. Safety Toed Boots/Shoes	29
C. Weather Gear	29
D. Uniform Condition	29
E. Office Employees	29
F. Inoculations	

ARTICLE 14 - DISCIPLINARY ACTION	
A. Employee Rights	
B. Statutory Compliance	
C. Principle of Disciplinary Action	
D. Definitions	
E. Oral Warning or Letter of Reprimand	
F. Discipline Procedures	
G. Appeal	
H. Hearing	
I. Final Appeal	
11	
ARTICLE 15 - GRIEVANCE PROCEDURE	
A. Definition	
B. Process	
C. Procedures	
D. General Conditions	
ARTICLE 16 – INTERNAL POSTING	
ARTICLE 17 – PERFORMANCE EVALUATIONS	
A. Responsibility for Performance Appraisals	
B. Frequency of Evaluations	
C. Review and Distribution of Evaluation	
ARTICLE 18 - NO STRIKES/NO LOCKOUTS	
ARTICLE 19 - DISTRIBUTION OF MOU	
ARTICLE 20 – WAIVER	
ARTICLE 21 - SEVERABILITY SAVINGS CLAUSE	

ARTICLE 22 - TERM OF MOU	
<u>ARTICLE 23 - NOTICE</u>	
PARTIES SIGNATORY	
<u>APPROVAL OF MOU</u>	

# **APPENDIX A – SALARY SCHEDULE**

# **APPENDIX B – PROCEDURE TO MONITOR CHAIN OF CUSTODY**

# **APPENDIX C – CLASSIFICATIONS**

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 JULY 1, <u>2023-2024</u> – JUNE 30, <u>20242027</u>.

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. <u>Union Access</u>

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. <u>Bulletin Boards</u>

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. <u>Use of Facilities</u>

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. <u>Time Off for Meetings</u>

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. <u>Union Dues</u>

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. <u>New Employee Orientation:</u>

1. 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 statues, 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.

2. In accordance with SB191, if the city has not conducted an in person new employee orientation within 30 days of a newly hired employee start date, and the employee is working in person, the Union has a right to schedule an in-person meeting at the work site during working hours. During that meeting, the exclusive representative shall be permitted to communicate directly with newly hired employees in the applicable bargaining unit for up to 30 minutes. The newly hired employees must be allowed paid time off, and relieved of other duties, for attending the meeting. Upon receiving a request from the Union, the city will provide an appropriate on site meeting space within seven calendar days. This provision expires June 30th, 2025

### H. <u>Part-time Employees</u>

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.

## <u>ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES</u> <u>PROCEDURAL PREROGATIVES</u>

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. <u>Pay Periods</u>

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. <u>Work Periods/Days</u>

- 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. <u>Calculation of Compensation</u>

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. <u>Rest Periods</u>

- 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. <u>Weekend Work Schedule</u>

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. <u>Salary Increases</u>

- Upon City Council approval of MOU all employees shall receive a \$750.00 lump sum Off Salary Schedule Payment with their next regularly scheduled paycheck.
- Effective the first regularly scheduled paycheck following July 1, 2025, all employees shall receive a 2.0% salary increase.
- Effective the first regularly scheduled paycheck following July 1, 2026, all employees shall receive a 2.5% salary increase.
- Effective July 25, 2023, the City shall implement a three percent (3%) COLA.
- Effective July 25, 2023, the City shall implement the following equity adjustment:

o Mechanic	+ 1.85%
<ul> <li>Utility Maintenance Worker</li> </ul>	+ 7.87%
<ul> <li>Water Distribution Operator</li> </ul>	+11.09%

•

### B. <u>Work in Higher Class</u>

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. In no event will an out of class assignment exceed 960 hours per fiscal year, pursuant to Gov Code Section 24080.

## C. <u>Special Project Pay</u>

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. <u>Shift Differential</u>

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. <u>Split Shift Differential</u>

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

## F. <u>Rules for Use of Salary Schedule</u>

- 1. <u>Pay Range</u> 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. <u>Appointment from Eligibility List</u> 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. <u>Merit Step</u> 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. <u>Administrative Distinction Pay</u> 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. <u>Promotions</u> 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. <u>Reduction in Force</u> 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. <u>Transfer</u> 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. <u>Allocation to a Classification with Lower Salary Range</u> 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. <u>Educational Incentive</u>

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 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 2.5% Master of Science

#### H. <u>Certificates and Licenses</u>

1.

- <u>Certificates</u> 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 he 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. <u>Class B Driver's License</u>

- 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 onehalf (1 <sup>1</sup>/<sub>2</sub>) pay, portal to portal, for work performed in accordance with interagency agreements. No premium pay.

K. <u>Longevity Pay</u> <u>Effective July 25, 2023, The City shall pay two and one-half percent (2.5%) of base rate for longevity pay upon completion of ten (10) years of continuous service.</u>

# <u>ARTICLE-7-OVERTIME; CALL BACK; STANDBY; COURTTIME; SNOW DAYS</u> (NONEXEMPT EMPLOYEES):

# A. <u>Overtime</u>

- 1. <u>Policy</u> 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. <u>Overtime Defined</u> 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. <u>Authorization for Overtime Work</u> 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. <u>Reporting Overtime</u> 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. <u>Fringe Benefits Not Affected by Overtime</u> 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. <u>Compensation for Overtime</u>:
  - 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 one hundred and sixty(160) hours Compensatory Time Off. In the event an employee has accumulated one hundred and sixty (160) hours Compensatory Time, payment of overtime shall be automatically made unless mutually agreed otherwise by the City Manager and the employee.
- 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.
- e. Employees shall request to use Compensatory Time Off in the same manner as vacation requests.

## B. <u>Snow Days</u>

- 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. Overtime worked during declared emergencies is ineligible for Compensatory Time Off. 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. <u>Call Back Time</u>

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. <u>Telephone Call Back Pay</u>

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. <u>Standby Time</u>

- 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. <u>Weekend</u> 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. <u>Compensation rate</u> 7.5 hours, may be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
  - b. <u>Weekly</u> 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. <u>Compensation rate</u> 20 hours, may be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
  - <u>c</u>. Employees shall be limited to earning a maximum of eighty (80) hours of Compensatory Time Off per fiscal year for standby time.

- 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. Employees hired into Streets and Collections 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 in15-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.

### F. <u>Shift Change Notice</u>

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. <u>Court Time</u>

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. <u>Absence From Duty</u>

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. <u>Sick Leave Usage</u>

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.

Examples of abuse of sick leave include but are not limited to:

- 1. Employee has a demonstrable pattern of sick leave abuse; or
- 2. Use of sick leave on day that was previously requested off on vacation and denied.
- 3. The manager has good reason to believe the employee absence was for an unauthorized reason. A manager has good reason if a prudent person would also believe the absence was for an unauthorized reason.

## 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. <u>Bereavement Leave</u>

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 in accordance with AB1949.

#### 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	
2 years, one day to 5 years	104 hours per year (4.00 hrs per pay period)
5 years, one day to 10 years	128 hours per year (4.92 hrs per pay period)
10 years, one day and over	164 hours per year (6.31 hrs per pay period)
20 years, one day and over	

After 2 years of city service, credit for prior public service shall be included for the purposes of calculating vacation accrual. Maximum accrual under this provision not to exceed 10 years of total service credit (164 hours per year). Employee shall be responsible to provide verification from prior service.

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

Twenty four hours (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. <u>Family and Medical Care Leave</u>

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. <u>Family Care School Partnership Act</u>

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. <u>Paid Administrative Leave</u>

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.

#### <u>ARTICLE 9 – RETIREMENT</u>

#### 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. <u>Classic Member Retirement Benefits</u>

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. <u>Classic Member Retirement Contributions</u>

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. <u>New Member Retirement Benefits</u>

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. <u>New Member Retirement Contributions:</u>

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. <u>Supplemental Retirement Benefits</u>

- 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. For employees hired before July 1, 2023, with at least ten (10) years of service with the City are eligible for the benefit provided under the terms of this

section. The benefit provided under the terms of this section shall be a onetime 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.
- 4. Employees hired before July 1, 2023, and who retire from the City, may, in lieu of receiving service credit in accordance with the City's contract with CalPERS elect instead to receive a one-time lump sum payment pursuant to this section. The request for lump sum payment must be received the calendar year prior to retirement or any time prior.
- 5. Employees hired after July 1, 2023, upon retirement, shall have their accumulated sick leave credited toward retirement in accordance with the City's contract with CalPERS, to the extent allow by such Agreement.

## F. <u>Retiree Health Insurance Benefit</u>

- 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. <u>Insurance Benefits</u>

Effective January 1, <u>2020-2025</u>, the City's total Medical contribution shall be as follows:

Employee	\$ <u>815.00965.00</u>
Employee plus 1	\$ <del>1,625.00</del> 1,775.00
Family	\$ <del>2,133.00</del> <u>2,283.00</u>

Effective January 1, 2026, the City's total Medical contribution shall be as follows:

Employee	\$1.065.00
Employee plus 1	\$1,875.00
Family	\$2,383.00

Effective January 1, 2027, the City's total Medical contribution shall be as follows:

Employee	\$1.165.00
Employee plus 1	\$1,975.00
Family	\$2,483.00

- 1. <u>Effective January 1, 2025 Eemployees electing to waive medical insurance</u> coverage will receive a payment of \$250-450.00 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. <u>Income Protection Insurance</u> 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. <u>Short Term Disability Insurance</u>

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. <u>Safe Conditions, Equipment and Duties</u>

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. <u>Employee Alertness</u>

- 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. <u>Employee Assistance Program</u>

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. <u>Safety Boot/Shoe Allowance</u>

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. <u>Involuntary Furloughs</u>

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. <u>Layoff Authority</u> 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. <u>Reasons for Layoffs</u> The City may layoff an employee when necessary for reasons of lack of work or lack of funds.
- 3. <u>Employment Status and Order of Layoff</u> 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. <u>Bumping Rights</u>

- 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. <u>Re-Employment List</u>

- 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. <u>Alternatives to Layoffs</u>

- 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. <u>Provisions For Uniforms and Weather Related Gear</u>

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 <u>Safety Toed Boots/Shoes</u>

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

# C. <u>Weather Gear</u>

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. <u>Uniform Condition</u>

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. <u>Office Employees</u>

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

## F. <u>Inoculations</u>

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. <u>Employee Rights</u>

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. <u>Statutory Compliance</u>

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. <u>Principle of Disciplinary Action</u>

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. <u>Definitions</u>

- 1. <u>Oral Warning</u> Verbal communication to the employee regarding the deficiency or problem(s) observed.
- 2. <u>Letter of Reprimand</u> 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. <u>Suspension</u> 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. <u>Leave Reduction</u> 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. <u>Demotion</u> 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. <u>Dismissal</u> 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. <u>Reference to Days</u> 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. <u>Discipline Procedures</u>

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. <u>Pre-Discipline (Skelly) Procedures</u> 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. <u>Appeal</u>

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

- 1. <u>Method of Appeal</u> 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. <u>Notice of Hearing</u> 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. <u>Final Appeal</u>

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. <u>Definition</u>

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. <u>Process</u>

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

#### C. <u>Procedures</u>

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. <u>Informal Grievance</u> - 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. <u>Formal Grievance</u> A formal grievance shall be initiated in writing.
  - a. <u>Step 1</u> 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. <u>Step 2</u> 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. <u>Step 3</u> 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. <u>General Conditions</u>:

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. <u>Responsibility for Performance Appraisals</u>

- 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. <u>Frequency of Evaluations</u>

- 1. <u>Probationary Employees</u> 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. <u>Regular Employees</u> A written performance appraisal shall be prepared at least annually for all employees within thirty days of their salary anniversary date.
- 3. <u>Merit Increase</u> 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. <u>Additional Performance Appraisals</u> - 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. <u>Review and Distribution of Evaluation</u>

- 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 1, 20232024, and terminate June 30, 20242027.

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

Tim EgganBart Florence, Business Manager

Tim Kiser City Manager

Jeff Gladieux, President

Brandy Johnson, Director of Public Employees

Stephen HatchChris Kalmar, Business Representative

Ralph Raper, Bargaining Team Member

# **APPROVAL OF MOU**

Approval and adoption of this MOU is made this <u>13th22nd</u> day of August <u>2023-2024</u> by the Grass Valley City Council.

ATTEST:

Jan Arbuckle, 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 Maintenance Worker II Maintenance Worker III Mechanic

Treatment Plant Operator I Treatment Plant Operator II Utility Maintenance Worker Water Distribution Operator Plant Maintenance Mechanic Assist. Equipment Mechanic Lead Mechanic Maintenance Assist. Street Sweeper Operator

Water Dist. Operator in Training Senior Treatment Plant Operator Senior Maintenance Worker Fleet Maintenance Supervisor

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.

# EXHIBT A

#### City of Grass Valley Salary Schedule FY 2024-2025

	F		Hourly			Bi Weekly				Monthly				Annually						
Position	Α	В	C	D	E	Α	В	C	D	E	Α	В	C	D	E	Α	В	C	D	E
Misc Unit 2 July 1, 2024 - June 30, 2025			-	_									-				_	-		
Assist. Equip. Mechanic	23.32	24.48	25.71	27.00	28.35	1,865.54	1,958.65	2,056.70	2,159.70	2,267.65	4,041.99	4,243.74	4,456.19	4,679.36	4,913.24	48,503.94	50,924.85	53,474.30	56,152.30	58,958.85
Fleet Supervisor	39.19	41.15	43.21	45.37	47.64		,	,	3,629.72	,		7,132.41	7,489.47	,	8,257.17	81,518.32	85,588.88	89,873.68	94,372.72	99,086.00
Lead Mechanic	27.97	29.38	30.85	32.39	34.01	2,237.98	2,350.05	2,467.88	2,591.48	2,720.85	4,848.97	5,091.77	5,347.07	5,614.87	5,895.17	58,187.58	61,101.25	64,164.88	67,378.48	70,742.05
Maintenance Assistant	16.22	17.04	17.88	18.78	19.71	1,297.80	1,362.90	1,430.46	1,502.15	1,577.14	2,811.90	2,952.94	3,099.34	3,254.66	3,417.13	33,742.80	35,435.30	37,192.06	39,055.95	41,005.54
Maintenance Worker I	20.05	21.05	22.10	23.22	24.37	1,604.33	1,684.26	1,768.30	1,857.30	1,949.58	3,476.04	3,649.22	3,831.33	4,024.14	4,224.10	41,712.53	43,790.66	45,975.90	48,289.70	50,689.18
Maintenance Worker II	22.32	23.44	24.61	25.84	27.13	1,785.61	1,875.42	1,968.54	2,067.42	2,170.42	3,868.82	4,063.42	4,265.16	4,479.40	4,702.57	46,425.81	48,761.02	51,181.94	53,752.82	56,430.82
Maintenance Worker III	26.14	27.45	28.82	30.26	31.78	2,091.31	2,195.96	2,305.55	2,420.91	2,542.04	4,531.18	4,757.91	4,995.36	5,245.31	5,507.75	54,374.11	57,094.96	59,944.35	62,943.71	66,093.04
Mechanic	25.64	26.91	28.26	29.67	31.16	2,050.94	2,153.11	2,261.06	2,373.94	2,492.60	4,443.69	4,665.08	4,898.95	5,143.55	5,400.63	53,324.34	55,980.91	58,787.46	61,722.54	64,807.60
Plant Maintenance Mechanic	30.85	32.38	34.01	35.71	37.49				2,856.81		5,347.07	5,613.09	5,895.17	6,189.75	6,498.61	64,164.88	67,357.06	70,742.05	74,277.01	77,983.36
Senior Maintenance Worker	30.64	32.17	33.78	35.47	37.24		,	,	2,837.86	,		5,575.60	5,855.89	,	6,455.77	63,736.40	66,907.15	70,270.72	73,784.26	77,469.18
Senior Treatment Plant Operator	41.55	43.63	45.81	48.10	50.50	-			3,848.08		7,202.03	7,562.67	7,941.16	,	8,753.49	86,424.42	90,752.06	95,293.95	100,050.08	105,041.87
Street Sweeper Operator	22.87	24.01	25.20	26.47	27.79	-			2,117.68			4,161.61	4,368.71		4,816.83	47,561.28	49,939.34	52,424.53	55,059.68	57,801.95
Treatment Plant Operator I	32.22	33.83	35.52	37.30	39.16				2,983.70			5,863.03	6,157.61		6,787.84	67,014.27	70,356.42	73,891.38	77,576.30	81,454.05
Treatment Plant Operator II	36.12	37.92	39.82	41.82	43.91		,	,	3,345.44	,		6,573.60	6,902.10	,	7,610.88	75,133.97	78,883.17	82,825.18	86,981.44	91,330.51
Utility Maintenance Worker	21.39	22.46	23.59	24.76	26.00		,	,	1,980.90		3,708.14	,	,	4,291.94	4,506.18	44,497.65	46,725.74	49,060.96	51,503.30	54,074.18
Water Distribution Operator	24.25	25.46	26.73	28.07	29.47	-			2,245.40			4,413.34	4,632.94	,	5,107.84	50,432.10	52,960.13	55,595.28	58,380.40	61,294.06
Water Distribution Operator in Training	24.25	25.46	26.73	28.07	29.47	1,939.70	2,036.93	2,138.28	2,245.40	2,357.46	4,202.67	4,413.34	4,632.94	4,865.03	5,107.84	50,432.10	52,960.13	55,595.28	58,380.40	61,294.06
Misc Unit 2 July 1, 2025 - June 30, 2026	-	04.07	00.00	07.54	~~~~~	1 000 04	4 007 57	0.007.04	0 000 00	0.040.00	1 400 00	4 000 00	4 5 45 50	4 770 00	5 040 00	10 175 71	54 000 77	54 540 04	F7 000 00	00 4 47 00
Assist. Equip. Mechanic	23.79	24.97	26.22	27.54	28.92		,	,	2,203.20	,		4,328.06	4,545.53	,	5,012.28	49,475.71	51,936.77	54,546.34	57,283.20	60,147.36
Fleet Supervisor	39.97	41.97	44.07	46.28	48.59	3,197.90	,	,	3,702.19	,	-,	7,275.32	7,639.53		8,422.75	83,145.50	87,303.84	91,674.34	96,256.99	101,073.02
Lead Mechanic	28.53	29.97	31.47	33.04	34.69	-			2,643.02			5,194.38	5,454.28		6,012.97	59,341.15	62,332.61	65,451.36	68,718.62	72,155.62
Maintenance Assistant	16.54	17.38	18.24	19.16	20.10	,	,	,	1,532.45	,		3,012.67	3,161.18		3,484.73	34,412.35	36,152.06	37,934.21	39,843.65	41,816.74
Maintenance Worker I	20.45	21.47	22.54	23.68	24.86	-			1,894.75			3,721.64	3,907.28		4,308.62	42,538.08	44,659.68	46,887.36	49,263.55	51,703.39
Maintenance Worker II	22.77	23.91	25.10	26.36	27.67	,	,	,	2,108.54	,		4,144.19	4,351.05	,	4,796.58	47,354.11	49,730.30	52,212.58	54,822.14	57,559.01
Maintenance Worker III	26.66	28.00	29.40	30.87	32.42	,	,	/ = =	2,469.22	,		4,853.16	5,095.38		5,618.70	55,458.62	58,237.92	61,144.51	64,199.62	67,424.45
Mechanic	26.15	27.45	28.83	30.26	31.78		,	,	2,421.07	,		4,757.69	4,996.37	,	5,509.09	54,397.82	57,092.26	59,956.42	62,947.87	66,109.06
Plant Maintenance Mechanic	31.47	33.03	34.69	36.42	38.24	-			2,913.94			5,724.78	6,012.97		6,628.23	65,451.36	68,697.41	72,155.62	75,762.34	79,538.78
Senior Maintenance Worker	31.25	32.81	34.46	36.18	37.98	,	,	,	2,894.35	-,		5,687.66	5,972.30		6,584.03	65,005.82	68,251.87	71,667.65	75,253.15	79,008.38
Senior Treatment Plant Operator	42.38	44.50	46.73	49.06	51.51	-			3,924.96		-	7,713.78	8,099.21		8,928.40	88,152.48	92,565.41	97,190.50	102,048.96	107,140.80
Street Sweeper Operator	23.33	24.49	25.70	27.00	28.35	-			2,159.95			4,244.97	4,455.36		4,913.27	48,520.99	50,939.62	53,464.32	56,158.75	58,959.26
Treatment Plant Operator I	32.86	34.51	36.23	38.05	39.94		,	,	3,043.68	,	-	5,981.14	6,279.94		6,923.49	68,357.95	71,773.73	75,359.23	79,135.68	83,081.86
Treatment Plant Operator II	36.84	38.68	40.62	42.66	44.79			,	3,412.51		-	6,704.26	7,040.18		7,763.29	76,632.19	80,451.07	84,482.11	88,725.31	93,159.46
Utility Maintenance Worker	21.82	22.91	24.06	25.26	26.52		,	,	2,020.42	,		3,970.93	4,170.71		4,596.80	45,381.02	47,651.14	50,048.54	52,530.82	55,161.60
Water Distribution Operator	24.74	25.97	27.26	28.63	30.06	1,978.80	2,077.54	2,181.17	2,290.51	2,404.75	4,287.40	4,501.33	4,725.86	4,962.78	5,210.30	51,448.80	54,015.94	56,710.37	59,553.31	62,523.55
Water Distribution Operator in Training	24.74	25.97	27.26	28.63	30.06	1,978.80	2,077.54	2,181.17	2,290.51	2,404.75	4,287.40	4,501.33	4,725.86	4,962.78	5,210.30	51,448.80	54,015.94	56,710.37	59,553.31	62,523.55
Misc Unit 2 July 1, 2026 - June 30, 2027	7:																			
Assist. Equip. Mechanic	24.381	25.5938	26.8798	28.2285	29.6399	1,950.48	2,047.51	2,150.38	2,258.28	2,371.19	4,226.05	4,436.27	4,659.17	4,892.94	5,137.59	50,712.60	53,235.19	55,909.99	58,715.28	61,651.04
Fleet Supervisor	40.973	43.0223	45.1761	47.4343	49.8076	3,277.85	3,441.79	3,614.08	3,794.75	3,984.61	7,102.01	7,457.20	7,830.52	8,221.95	8,633.32	85,224.14	89,486.44	93,966.19	98,663.42	103,599.85
Lead Mechanic	29.243	30.7168	32.2537	33.8637	35.5575	2,339.41	2,457.34	2,580.29	2,709.10	2,844.60	5,068.72	5,324.24	5,590.64	5,869.72	6,163.29	60,824.68	63,890.92	67,087.64	70,436.59	73,959.51
Maintenance Assistant	16.958	17.8153	18.6935	19.6345	20.6068	1,356.64	1,425.23	1,495.48	1,570.76	1,648.54	2,939.39	3,087.99	3,240.21	3,403.31	3,571.85	35,272.66	37,055.87	38,882.56	40,839.74	42,862.15
Maintenance Worker I	20.962	22.0078	23.1056	24.2765	25.4788	1,676.98	1,760.62	1,848.44	1,942.12	2,038.31	3,633.46	3,814.68	4,004.96	4,207.93	4,416.33	43,601.53	45,776.17	48,059.54	50,495.14	52,995.98
Maintenance Worker II	23.336	24.5065	25.7298	27.0157	28.3644	1,866.84	1,960.52	2,058.38	2,161.26	2,269.15	4,044.83	4,247.80	4,459.82	4,682.72	4,916.50	48,537.96	50,973.56	53,517.89	56,192.70	58,997.98
Maintenance Worker III	27.329	28.699	30.1313	31.6368	33.226	2,186.35	2,295.92	2,410.50	2,530.95	2,658.08	4,737.09	4,974.49	5,222.76	5,483.72	5,759.17	56,845.09	59,693.87	62,673.12	65,804.61	69,110.06
Mechanic	26.807	28.1344	29.5458	31.02	32.5778	2,144.53	2,250.75	2,363.67	2,481.60	2,606.22	4,646.48	4,876.63	5,121.28	5,376.80	5,646.82	55,757.77	58,519.56	61,455.33	64,521.57	67,761.78
Plant Maintenance Mechanic	32.254	33.8533	35.5575	37.3348	39.1958	2,580.29	2,708.26	2,844.60	2,986.78	3,135.66	5,590.64	5,867.90	6,163.29	6,471.37	6,793.94	67,087.64	70,414.84	73,959.51	77,656.39	81,527.25
Senior Maintenance Worker	32.034	33.6337	35.317	37.0839	38.9344	2,562.73	2,690.70	2,825.36	2,966.71	3,114.75	5,552.58	5,829.85	6,121.61	6,427.87	6,748.63	66,630.97	69,958.17	73,459.34	77,134.48	80,983.59
Senior Treatment Plant Operator	43.441	45.6152	47.8944	50.2886	52.7978	3,475.24	3,649.21	3,831.55	4,023.08	4,223.82	7,529.69	7,906.63	8,301.69	8,716.68	9,151.61	90,356.29	94,879.54	99,620.26	104,600.18	109,819.32
Street Sweeper Operator	23.911	25.1025	26.3466	27.6744	29.0544	1,912.85	2,008.20	2,107.73	2,213.95	2,324.36		4,351.09	4,566.74		5,036.10	49,734.02	52,213.11	54,800.93	57,562.72	60,433.25
Treatment Plant Operator I	33.686	35.3693	37.1362	38.9972	40.9418	2,694.88	2,829.54	2,970.89	3,119.77	3,275.34		6,130.67	6,436.93		7,096.58	70,066.90	73,568.07	77,243.21	81,114.07	85,158.90
Treatment Plant Operator II	37.763		41.6318			3,021.08	3,171.63	3,330.54	3,497.82	3,672.63		6,871.86	7,216.18		7,957.37	78,548.00	82,462.35	86,594.16	90,943.44	95,488.44
Utility Maintenance Worker	22.363	23.4819	24.6633	25.8866	27.183				2,070.93			4,070.20	4,274.98		4,711.72	46,515.55	48,842.41	51,299.76	53,844.09	56,540.6 <u>4</u>
Water Distribution Operator	25.353		27.9462						2,347.77			4,613.86	4,844.01		5,340.55	52,735.02	55,366.33	58,128.13	61,042.14	64,086.6
Water Distribution Operator in Training		26.6184					,	,	2,347.77	,		4,613.86	4,844.01		5,340.55	52,735.02	55,366.33	58,128.13	61,042.14	64,086.6 Page 9
Leterate a second a second a second																••••••••••••••••••••••••••••••••••••••		*****************		·····

## RESOLUTION NO. 2024-63

# 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 JULY 1, 2024 - JUNE 30, 2027, 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.
- 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 July 1, 2024, through June 30, 2027, 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 22<sup>nd</sup> day of August 2024, by the following vote:

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

Jan Arbuckle, Mayor

ATTEST:

APPROVED AS TO FORM:

Taylor Day, 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

July 1, <del>2023</del> <u>2024</u> – June 30, <del>2024</del> <u>2027</u>

# **TABLE OF CONTENTS**

ARTICLE 1 - UNION RECOGNITION	1
ARTICLE 2 - SUPPORT OF MOU	1
ARTICLE 3 - UNION RIGHTS	1
A. Union Access	
B. Bulletin Boards	
C. Use of Facilities	2
D. Time Off for Meetings	
E. List of Stewards	
F. Union Dues	
G. New Employee Orientation	
H. Part-time Employees	
<u>ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES</u> <u>PROCEDURAL PREROGATIVES</u>	4
ARTICLE 5 - HOURS OF WORK AND BASIS OF COMPENSATION	
A. Pay Periods	
B. Work Periods/Days	
C. Calculation of Compensation	
D. Lunch Periods	
E. Rest Period	
F. Weekend Work Schedule	6
ARTICLE 6 – SALARY SCHEDULE/COMPENSATION	6
A. Salary Increases	6
B. Work in Higher Class	6
C. Special Project Pay	7
D. Shift Differential	7
E. Split Shift Differential	
F. Rules for Use of Salary Schedule	
G. Educational Incentive	9
H. Certificates and Licenses	10
I. Interagency Work	. 10
ARTICLE-7-OVERTIME; CALL BACK; STANDBY; COURT TIME;	
SNOW DAYS	. 10
A. Overtime	
B. Call Back Time	. 12
	10

E. Shift Change Notice	13
F. Court Time	
<u>ARTICLE 8 – LEAVE</u>	
A. Absence From Duty	
B. Sick Leave	
C. Sick Leave usage	
D. Extended Medical Leave	
E. Bereavement Leave	
F. Vacation Leave	
G. Holidays	
H. Jury Duty Leave	
I. Family and Medical Care Leave	
J. Family Care School Partnership Act	
K. Paid Administrative Leave	19
<u>ARTICLE 9 – RETIREMENT</u>	
A. Classic Employee Retirement Benefits	
B. Classic Employee Retirement Contributions	19
C. New Member Retirement Benefits	
D. New Member Retirement Contributions	
E. Supplemental Retirement Benefits	
F. Retiree Health Insurance Benefit	21
ADTICLE 10 HEALTH AND WELEADE	21
ARTICLE 10 - HEALTH AND WELFARE	
A. Insurance Benefits	
B. Short Term Disability Insurance	22
ARTICLE 11 – SAFETY	22
A. Safe Conditions, Equipment and Duties	
B. Employee Alertness	
C. Drug, Alcohol and Substance Abuse Policy	
D. Employee Assistance Program	
E. Safety Boots/Shoes	
2. 2	
ARTICLE 12 - REDUCTION IN FORCE AND RE-EMPLOYMENT	24
A. Finding for Reduction in Force	24
B. Voluntary Furloughs	
C. Involuntary Furloughs	
D. Treatment of Employees Laid Off	
E. Bumping Rights	
F. Re-Employment List	
G. Alternatives to Layoffs	
ARTICLE 13 – PERSONAL PROTECTIVE EQUIPMENT	27

ARTICLE 14 - DISCIPLINARY ACTION	
A. Employee Rights	27
B. Statutory Compliance	
C. Principle of Disciplinary Action	
D. Definitions	
E. Oral Warning or Letter of Reprimand	
F. Discipline Procedures	
G. Appeal	
H. Hearing	
I. Final Appeal	
ARTICLE 15 - GRIEVANCE PROCEDURE	31
A. Definition	
B. Process	
C. Procedures	
D. General Conditions	
D. General Conditions	
<u>ARTICLE 16 – INTERNAL POSTING</u>	
ARTICLE 17 – PERFORMANCE EVALUATIONS	
A. Responsibility for Performance Appraisals	
B. Frequency of Evaluations	
C. Review and Distribution of Evaluation	
ARTICLE 18 - NO STRIKES/NO LOCKOUTS	34
ARTICLE 19 - DISTRIBUTION OF MOU	34
ARTICLE 20 – WAIVER	35
ARTICLE 21 - SEVERABILITY SAVINGS CLAUSE	35
ARTICLE 22 - TERM OF MOU	35
ARTICLE 23 - NOTICE	35
PARTIES SIGNATORY	
<u>APPROVAL OF MOU</u>	
APPENDIX A – SALARY SCHEDULE	

# **APPENDIX B – PROCEDURE TO MONITOR CHAIN OF CUSTODY**

**APPENDIX C – CLASSIFICATIONS** 

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 JULY 1, <u>2023-2024</u> – JUNE 30, <u>20242027</u>.

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. <u>Union Access</u>

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. <u>Use of Facilities</u>

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. <u>Time Off for Meetings</u>

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. <u>List of Stewards</u>

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. <u>Union Dues</u>

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. <u>New Employee Orientation:</u>

1. 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 statues, 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.

2. In accordance with SB191, if the city has not conducted an in person new employee orientation within 30 days of a newly hired employee start date, and the employee is working in person, the Union has a right to schedule an in-person meeting at the work site during working hours. During that meeting, the exclusive representative shall be permitted to communicate directly with newly hired employees in the applicable bargaining unit for up to 30 minutes. The newly hired employees must be allowed paid time off, and relieved of other duties, for attending the meeting. Upon receiving a request from the Union, the city will provide an appropriate on site meeting space within seven calendar days. This provision expires June 30th, 2025

#### H. <u>Part-time Employees</u>

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.

#### <u>ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES</u> <u>PROCEDURAL PREROGATIVES</u>

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. <u>Pay Periods</u>

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. <u>Work Periods/Days</u>

- 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. <u>Calculation of Compensation</u>

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. <u>Lunch Periods</u>

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. <u>Rest Periods</u>

- 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. <u>Salary Increases</u>

- Upon City Council approval of MOU all employees shall receive a \$750.00 lump sum Off Salary Schedule Payment with their next regularly scheduled paycheck.
- Effective the first regularly scheduled paycheck following July 1, 2025, all employees shall receive a 2.0% salary increase.
- Effective the first regularly scheduled paycheck following July 1, 2026, all employees shall receive a 2.5% salary increase.
- Effective July 25, 2023, the City shall implement a three percent (3%) COLA.
- Effective July 25, 2023, the City shall implement the following equity adjustment:
  - Engineering Technician +5.88%

### B. <u>Work in Higher Class</u>

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. In no event will an out of class assignment exceed 960 hours per fiscal year, pursuant to Gov Code Section 24080.

## C. <u>Special Project Pay</u>

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. <u>Shift Differential</u>

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. <u>Split Shift Differential</u>

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

## F. <u>Rules for Use of Salary Schedule</u>

- 1. <u>Pay Range</u> 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. <u>Appointment from Eligibility List</u> 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. <u>Merit Step</u> 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. <u>Administrative Distinction Pay</u> 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. <u>Promotions</u> 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. <u>Reduction in Force</u> 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. <u>Transfer</u> 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. <u>Allocation to a Classification with Lower Salary Range</u> 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. <u>Educational Incentive</u>

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 this benefit is denied, it is grievable.

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

Certificate/Degree	<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. <u>Certificates and Licenses</u>

- 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.

### J. Bilingual Pay

Effective July 25, 2023, Employees designated by the City to provide bilingual services shall receive an increase of five percent (5%) of base salary. Bilingual pay will be for languages designated by the City and demonstrated proficiency. Number of personnel approved for bilingual pay will be limited to meet the needs of the City.

### K. Longevity Pay

<u>Effective July 25, 2023, The City shall pay two and one-half percent (2.5%) of</u> base rate for longevity pay upon completion of ten (10) years of continuous service

### <u>ARTICLE-7-OVERTIME; CALL BACK; STANDBY; COURT TIME; SNOW DAYS</u> (NONEXEMPT EMPLOYEES):

#### A. <u>Overtime</u>

1. <u>Policy</u> - 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. <u>Overtime Defined</u> 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. <u>Authorization for Overtime Work</u> 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. <u>Reporting Overtime</u> 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. <u>Fringe Benefits Not Affected by Overtime</u> 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. <u>Compensation for Overtime</u>:
  - 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 one hundred and sixty (160) hours Compensatory Time Off. In the event an employee has accumulated one hundfred and sixty (160) hours Compensatory Time, payment of overtime shall be automatically made unless mutually agreed otherwise by the City Manager and the employee.
  - 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.
  - e. Employees shall request to use Compensatory Time Off in the same manner as vacation requests.

# B. <u>Call Back Time</u>

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. <u>Telephone Call Back Pay</u>

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. <u>Standby Time</u>

- 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. <u>Weekend</u> 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. <u>Compensation rate</u> 7.5 hours, may be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
  - b. <u>Weekly</u> 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. <u>Compensation rate</u> 20 hours, may be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
  - <u>c</u>. Employees shall be limited to earning a maximum of eighty (80) hours of Compensatory Time Off per fiscal year for standby time.
- 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(DE)(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(DE)(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 in15-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.

## E. <u>Shift Change Notice</u>

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.).

## F. <u>Court Time</u>

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. <u>Absence From Duty</u>

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. <u>Sick Leave</u>

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. <u>Sick Leave Usage</u>

- 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.

Examples of abuse of sick leave include but are not limited to:

- 1. Employee has a demonstrable pattern of sick leave abuse; or
- 2. Use of sick leave on day that was previously requested off on vacation and denied.
- 3. The manager has good reason to believe the employee absence was for an unauthorized reason. A manager has good reason if a prudent person would also believe the absence was for an unauthorized reason.

# 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. <u>Bereavement Leave</u>

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 in accordance with AB1949.

## 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	
2 years, one day to 5 years	104 hours per year (4.00 hrs per pay period)
5 years, one day to 10 years	128 hours per year (4.92 hrs per pay period)
10 years, one day and over	164 hours per year (6.31 hrs per pay period)
20 years, one day and over	176 hours per year (6.78 hrs per pay period)

After 2 years of city service, credit for prior public service shall be included for the purposes of calculating vacation accrual. Maximum accrual under this provision not to exceed 10 years of total service credit (164 hours per year). Employee shall be responsible to provide verification from prior service.

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

Twenty four hours (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. <u>Family and Medical Care Leave</u>

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. <u>Paid Administrative Leave</u>

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

## 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. <u>Classic Member Retirement Benefits</u>

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. <u>Classic Member Retirement Contributions</u>

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.

3. The employee shall pay the full amount of the employee's contribution rate to Social Security. The City will pay the employer contribution.

## C. <u>New Member Retirement Benefits</u>

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. <u>New Member Retirement Contributions:</u>

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. <u>Supplemental Retirement Benefits</u>

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. For employees hired before July 1, 2023, with at least ten (10) years of service with the City are eligible for the benefit provided under the terms of this section. The benefit provided under the terms of this section shall be a onetime 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.
- 4. Employees hired before July 1, 2023, and who retire from the City, may, in lieu of receiving service credit in accordance with the City's contract with CalPERS elect instead to receive a one-time lump sum payment pursuant to this section. The request for lump sum payment must be received the calendar year prior to retirement or any time prior.

5. Employees hired after July 1, 2023, upon retirement, shall have their accumulated sick leave credited toward retirement in accordance with the City's contract with CalPERS, to the extent allow by such Agreement.

### F. <u>Retiree Health Insurance Benefit</u>

- 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. <u>Insurance Benefits</u>

Effective January 1, <u>2020-2025</u>, the City's total Medical contribution shall be as follows:

Employee	\$ <u>815.00965.00</u>
Employee plus 1	\$ <del>1,625.00</del> 1,775.00
Family	\$ <del>2,133.00</del> <u>2,283.00</u>

Effective January 1, 2026, the City's total Medical contribution shall be as follows:

Employee	\$1.065.00
Employee plus 1	\$1,875.00
Family	\$2,383.00

Effective January 1, 2027, the City's total Medical contribution shall be as follows:

Employee \$1.165.00

Employee plus 1	\$1,975.00
Family	\$2,483.00

- 1. <u>Effective January 1, 2025 Eemployees electing to waive medical insurance</u> coverage will receive a payment of \$250-450.00 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. <u>Income Protection Insurance</u> 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. <u>Short Term Disability Insurance</u>

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. <u>Safe Conditions, Equipment and Duties</u>

- 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. <u>Employee Alertness</u>

- 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. <u>Employee Assistance Program</u>

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.

### <u>ARTICLE 12 – REDUCTION IN FORCE AND RE-EMPLOYMENT</u>

#### 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. <u>Treatment of Employees Laid Off</u>

- 1. <u>Layoff Authority</u> 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. <u>Reasons for Layoffs</u> The City may layoff an employee when necessary for reasons of lack of work or lack of funds.
- 3. <u>Employment Status and Order of Layoff</u> 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. <u>Re-Employment List</u>

- 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. <u>Employee Rights</u>

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. <u>Statutory Compliance</u>

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. <u>Principle of Disciplinary Action</u>

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. <u>Definitions</u>

- 1. <u>Oral Warning</u> Verbal communication to the employee regarding the deficiency or problem(s) observed.
- 2. <u>Letter of Reprimand</u> 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. <u>Suspension</u> 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. <u>Leave Reduction</u> 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. <u>Demotion</u> 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. <u>Dismissal</u> 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. <u>Reference to Days</u> 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. <u>Discipline Procedures</u>

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. <u>Pre-Discipline (Skelly) Procedures</u> 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. <u>Appeal</u>

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

- 1. <u>Method of Appeal</u> 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. <u>Notice of Hearing</u> 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. <u>Hearing</u>

- 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. <u>Final Appeal</u>

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. <u>Definition</u>

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. <u>Process</u>

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

## C. <u>Procedures</u>

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. <u>Informal Grievance</u> - 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. <u>Formal Grievance</u> A formal grievance shall be initiated in writing.
  - a. <u>Step 1</u> 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. <u>Step 2</u> 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. <u>Step 3</u> 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. <u>General Conditions</u>:

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. <u>Responsibility for Performance Appraisals</u>

- 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. <u>Frequency of Evaluations</u>

- 1. <u>Probationary Employees</u> 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. <u>Regular Employees</u> A written performance appraisal shall be prepared at least annually for all employees within thirty days of their salary anniversary date.
- 3. <u>Merit Increase</u> 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. <u>Additional Performance Appraisals</u> 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. <u>Review and Distribution of Evaluation</u>

- 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 1, 2023-2024 and terminate June 30, 20242027.

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:

Union:

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

Tim Kiser City Manager

Jeff Gladieux, President

Brandy Johnson, Director of Public Employees

Stephen HatchChris Kalmar, Business Representative

Tina West, Bargaining Team Member

## APPROVAL OF MOU

Approval and adoption of this MOU is made this 22nd day of August 2023 by the Grass Valley City Council.

ATTEST:

Jan Arbuckle, 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:

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

Engineering Tech I Engineering Tech II Engineering Technician

Animal Control Officer Animal Shelter Kennel & Office Assistant Parking Enforcement Officer Senior Planner Senior Animal Control Officer Community Services Analyst I Community Services Analyst II Associate Planner

**Engineering Tech III** 

Sr. Engineering Tech

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 Salary Schedule

FY 2024-2025

			Hourly				В	i Weekly	,				Monthly					Annually		
Position	А	в	С	D	Е	Α	в	C	D	Е	A	В	C	D	E	А	В	c	D	E
Misc Unit 3 Sept 4, 2024 - June 30, 2025	-	10.00	00.00	04 74	00.00	4 500 50	1 575 50	1 05 1 0 1	4 707 00	1 000 07	0.054.00	0 440 05	0 504 00	0 700 55	0.054.70	00.040.40	40,000,70	10 011 05	45 400 54	47,400,07
Account Clerk I Account Clerk II	18.76 21.17	19.69 22.22	20.68 23.34	21.71 24.50	22.80 25.73				1,737.02 1,960.23		3,251.09 3,668.86	3,413.65 3,852.30		3,763.55 4,247.16	3,951.72 4,459.52	39,013.10 44,026.32	40,963.76 46,227.64	43,011.95 48,539.02	45,162.54 50,965.97	47,420.67 53,514.27
Accountant I	29.71	31.19	32.75	34.39	36.11				2,751.00			5,406.35		5,960.50	6,258.52	61,786.82	64,876.16	68,119.96	71,525.96	75,102.26
Accounting Specialist	29.93	31.43	33.00	34.65	36.38				2,771.98			5,447.59	5,719.97		6,306.26	62,258.14	65,371.05	68,639.60	72,071.58	75,675.16
Accounting Technician	27.22	28.58	30.01	31.51	33.09				2,521.11			4,954.57	5,202.30		5,735.53	56,623.63	59,454.81	62,427.55	65,548.93	68,826.38
Animal Control Officer	22.57	23.70	24.88	26.12	27.43				2,089.96			4,107.25		4,528.24	4,754.65	46,939.98	49,286.98	51,751.33	54,338.90	57,055.84
Animal Shelter Kennel and Office	17.73	18.61	19.54	20.52	21.55	1,418.10	1,489.01	1,563.46	1,641.63	1,723.71	3,072.56	3,226.19	3,387.50	3,556.87	3,734.71	36,870.70	38,714.24	40,649.95	42,682.45	44,816.57
Assistant Associate Planner	38.38	40.30	42.31	44.43	46.65	3 070 22	3 223 74	3 384 92	3,554.17	3 731 88	6 652 15	6,984.76	7 334 00	7,700.70	8,085.73	79,825.82	83,817.12	88,007.97	92,408.37	97,028.79
Community Services Analyst I	29.96	31.46	33.03	34.69	36.42				2,774.85			5,453.21		6,012.17	6,312.77	62,322.42	65,438.54	68,710.46	72,145.99	75,753.29
Community Services Analyst II	34.44	36.17	37.97	39.87	41.87	2,755.46	2,893.23	3,037.89	3,189.78	3,349.27	5,970.15	6,268.66	6,582.10	6,911.20	7,256.76	71,641.86	75,223.95	78,985.15	82,934.40	87,081.12
Community Services Officer I	22.92	24.06	25.27	26.53	27.86				2,122.39			4,170.99	4,379.53		4,828.44	47,668.40	50,051.82	52,554.41	55,182.13	57,941.24
Community Services Officer II Engineering Tech	25.21 29.15	26.48 30.61	27.80 32.14	29.19 33.74	30.65 35.43				2,335.11 2,699.47			4,589.02 5,305.08		5,059.40 5,848.85	5,312.37 6,141.29	52,445.95 60,629.43	55,068.25 63,660.90	57,821.66 66,843.95	60,712.75 70,186.14	63,748.38 73,695.45
Finance Technician	29.13	28.58	30.01	31.51	33.09				2,099.47			4,954.57	5,202.30		5,735.53	56,623.63	59,454.81	62,427.55	65,548.93	68,826.38
Parking Enforcement Officer	20.81	21.85	22.94	24.09	25.29	,	,	,	1,926.84	, -		3,786.69		4,174.83	4,383.57	43,276.48	45,440.30	47,712.32	50,097.94	52,602.83
Police Evidence/Property Technician	25.24	26.50	27.82	29.21	30.67	2,018.80	2,119.74	2,225.73	2,337.01	2,453.86	4,374.07	4,592.77	4,822.41	5,063.53	5,316.71	52,488.80	55,113.24	57,868.90	60,762.35	63,800.46
Police Records Technician	22.35	23.47	24.64	25.87	27.17							4,067.88		4,484.84	4,709.08	46,490.08	48,814.58	51,255.31	53,818.08	56,508.98
Public Safety Analyst I Public Safety Analyst II	29.96 34.44	31.46 36.17	33.03 37.97	34.69 39.87	36.42 41.87				2,774.85 3,189.78			5,453.21 6,268.66	5,725.87	6,012.17 6,911.20	6,312.77 7,256.76	62,322.42 71,641.86	65,438.54 75,223.95	68,710.46 78,985.15	72,145.99 82,934.40	75,753.29 87,081.12
Senior Account Clerk	23.26	24.42	25.64	26.92	28.27				2,153.87			4,232.85	4,444.49		4,900.05	48,375.39	50,794.16	53,333.87	56,000.56	58,800.59
Senior Admin Clerk	22.00	23.10	24.26	25.47	26.74				2,037.49			4,004.15		4,414.57	4,635.30	45,761.66	48,049.75	50,452.23	52,974.85	55,623.59
Senior Animal Control Officer	24.87	26.12	27.42	28.80	30.24	1,989.96	2,089.46	2,193.93	2,303.63	2,418.81	4,311.58	4,527.16	4,753.52	4,991.19	5,240.75	51,738.96	54,325.91	57,042.20	59,894.31	62,889.03
Senior Engineering Technician	30.25	31.76	33.35	35.02	36.77				2,801.55			5,505.70		6,070.03	6,373.54	62,922.29	66,068.40	69,371.82	72,840.41	76,482.43
Senior Planner	46.05	48.35	50.77	53.31	55.98	3,684.10	3,868.31	4,061.72	4,264.81	4,478.05	7,982.23	8,381.34	8,800.40	9,240.42	9,702.44	95,786.70	100,576.04	105,604.84	110,885.08	116,429.34
Misc Unit 3 July 1, 2025 - June 30, 2026																				8,8,8,8,8,8,8,8,8,8,8,8,8
Account Clerk I	19.13	20.09	21.09	22.15	23.25	1,530.51	1,607.04	1,687.39	1,771.76	1,860.35	3,316.11	3,481.92	3,656.02	3,838.82	4,030.76	39,793.37	41,783.03	43,872.19	46,065.80	48,369.09
Account Clerk II	21.59	22.67	23.80	24.99	26.24	1,727.19	1,813.55	1,904.22	1,999.43	2,099.41	3,742.24	3,929.35	4,125.82	4,332.11	4,548.71	44,906.85	47,152.19	49,509.80	51,985.29	54,584.55
Accountant I	30.30	31.81	33.40	35.08	36.83	2,423.94	2,545.14	2,672.40	2,806.02	2,946.32	5,251.88	5,514.47	5,790.20	6,079.71	6,383.69	63,022.55	66,173.68	69,482.36	72,956.48	76,604.31
Accounting Specialist	30.53	32.06	33.66	35.34	37.11	, –	/	,	2,827.42	,		5,556.54		6,126.08	6,432.39	63,503.31	66,678.47	70,012.40	73,513.02	77,188.67
Accounting Technician	27.77	29.16	30.61	32.14	33.75				2,571.54			5,053.66		5,571.66	5,850.24	57,756.10	60,643.91	63,676.11	66,859.91	70,202.91
Animal Control Officer	23.02	24.17	25.38	26.65	27.98				2,131.76			4,189.39	4,398.86		4,849.75	47,878.78	50,272.72	52,786.36	55,425.68	58,196.96
Animal Shelter Kennel and Office Associate Planner	18.08 39.15	18.98 41.10	19.93 43.16	20.93 45.32	21.98 47.58				1,674.47 3,625.25			3,290.71 7,124.45	3,455.25 7,480.68		3,809.41 8,247.45	37,608.12 81,422.34	39,488.52 85,493.46	41,462.95 89,768.13	43,536.10 94,256.54	45,712.90 98,969.36
Community Services Analyst I	30.56	32.09	33.69	35.38	37.15				2,830.34			5,562.28	5,840.39		6,439.03	63,568.86	66,747.31	70,084.67	73,588.91	77,268.35
Community Services Analyst II	35.13	36.89	38.73	40.67	42.70							6,394.04		7,049.42	7,401.90	73,074.69	76,728.43	80,564.85	84,593.09	88,822.75
Community Services Officer I	23.38	24.54	25.77	27.06	28.41	1,870.07	1,963.57	2,061.75	2,164.84	2,273.08		4,254.40		4,690.48	4,925.01	48,621.77	51,052.86	53,605.50	56,285.77	59,100.06
Community Services Officer II	25.72	27.00	28.35	29.77	31.26				2,381.81		4,457.91	4,680.80	4,914.84	5,160.58	5,418.61	53,494.87	56,169.61	58,978.10	61,927.00	65,023.35
Engineering Tech	29.73	31.22	32.78	34.42	36.14				2,753.46			5,411.18		5,965.82	6,264.11	61,842.02	64,934.12	68,180.82	71,589.87	75,169.36
Finance Technician	27.77	29.16	30.61	32.14	33.75				2,571.54			5,053.66		5,571.66	5,850.24	57,756.10	60,643.91	63,676.11	66,859.91	70,202.91
Parking Enforcement Officer Police Evidence/Property Technician	21.22 25.74	22.28 27.03	23.40 28.38	24.57 29.80	25.80 31.29				1,965.38 2,383.75			3,862.43 4,684.63		4,258.32 5,164.80	4,471.24 5,423.04	44,142.01 53,538.58	46,349.11 56,215.50	48,666.57 59,026.28	51,099.89 61,977.59	53,654.89 65,076.47
Police Records Technician	22.80	23.94	25.13	26.39	27.71				2,383.75			4,004.03		4,574.54	4,803.26	47,419.88	49,790.88	52,280.42	54,894.44	57,639.16
Public Safety Analyst I	30.56	32.09	33.69	35.38	37.15				2,830.34			5,562.28	5,840.39		6,439.03	63,568.86	66,747.31	70,084.67	73,588.91	77,268.35
Public Safety Analyst II	35.13	36.89	38.73	40.67	42.70				3,253.58			6,394.04		7,049.42	7,401.90	73,074.69	76,728.43	80,564.85	84,593.09	88,822.75
Senior Account Clerk	23.72	24.91	26.15	27.46	28.83	1,897.80	1,992.69	2,092.33	2,196.95	2,306.79	4,111.91	4,317.50	4,533.38	4,760.05	4,998.05	49,342.90	51,810.04	54,400.55	57,120.57	59,976.60
Senior Admin Clerk	22.44	23.56	24.74	25.98	27.28				2,078.24		3,889.74	4,084.23	4,288.44	4,502.86	4,728.01	46,676.90	49,010.74	51,461.28	54,034.34	56,736.06
Senior Animal Control Officer	25.37	26.64	27.97	29.37	30.84	-	-	-	2,349.70			4,617.70		5,091.02	5,345.57	52,773.74	55,412.43	58,183.05	61,092.20	64,146.81
Senior Engineering Technician	30.86	32.40	34.02	35.72	37.51				2,857.59			5,615.81		6,191.44	6,501.01	64,180.73	67,389.77	70,759.26	74,297.22	78,012.08
Senior Planner	46.97	49.32	51.79	54.38	57.10	3,757.79	3,945.68	4,142.96	4,350.11	4,567.61	8,141.87	8,548.96	8,976.41	9,425.23	9,896.49	97,702.44	102,587.56	107,716.94	113,102.78	118,757.92
Misc Unit 3 July 1, 2026 - June 30, 2027																				
Account Clerk I	19.61	20.59	21.62	22.70	23.84	1,568.78	1,647.22	1,729.58	1,816.06	1,906.86	3,399.02	3,568.97	3,747.42	3,934.79	4,131.53	40,788.20	42,827.61	44,968.99	47,217.44	49,578.31
Account Clerk II	22.13	23.24	24.40	25.62	26.90				2,049.42			4,027.58	4,228.96		4,662.43	46,029.52	48,330.99	50,747.54	53,284.92	55,949.17
Accountant I	31.06	32.61	34.24	35.95	37.75				2,876.17		5,383.18	5,652.34	5,934.95	6,231.70	6,543.28	64,598.12	67,828.02	71,219.42	74,780.39	78,519.41
Accounting Specialist	31.29	32.86	34.50	36.23	38.04				2,898.11			5,695.45		6,279.24	6,593.20	65,090.89	68,345.43	71,762.71	75,350.84	79,118.38
Accounting Technician	28.46	29.88	31.38	32.95	34.60				2,635.82			5,180.00		5,710.95	5,996.50	59,200.01	62,160.01	65,268.01	68,531.41	71,957.98
Animal Control Officer	23.59	24.77	26.01	27.31	28.68				2,185.05			4,294.13		4,734.28	4,970.99	49,075.75	51,529.54	54,106.02	56,811.32	59,651.88
Animal Shelter Kennel and Office Associate Planner	18.53 40.12	19.46 42.13	20.43 44.24	21.45 46.45	22.53 48.77				1,716.33 3,715.88			3,372.98 7,302.57		3,718.71 8,051.08	3,904.64 8,453.63	38,548.32 83,457.90	40,475.74 87,630.79	42,499.52 92,012.33	44,624.50 96,612.95	46,855.73 101,443.60
Community Services Analyst I	31.33	32.89	34.54	36.26	38.08				2,901.10			5,701.33		6,285.72	6,600.01	65,158.09	68,415.99	71,836.79	75,428.63	79,200.06
Community Services Analyst II	36.01	37.81	39.70	41.69	43.77				3,334.92			6,553.89		7,225.66	7,586.94	74,901.56	78,646.64	82,578.97	86,707.92	91,043.31
Community Services Officer I	23.96	25.16	26.42	27.74	29.12				2,218.96			4,360.76	4,578.80	4,807.74	5,048.13	49,837.31	52,329.18	54,945.64	57,692.92	60,577.56
Community Services Officer II	26.36	27.68	29.06	30.52	32.04				2,441.35			4,797.82		5,289.60	5,554.08	54,832.24	57,573.85	60,452.55	63,475.18	66,648.93
Engineering Tech	30.48	32.00	33.60	35.28	37.04				2,822.29			5,546.46		6,114.97	6,420.72	63,388.07	66,557.47	69,885.35	73,379.61	77,048.59
Finance Technician	28.46	29.88	31.38	32.95	34.60				2,635.82			5,180.00		5,710.95	5,996.50	59,200.01	62,160.01	65,268.01	68,531.41	71,957.98
Parking Enforcement Officer	21.75 26.38	22.84 27.70	23.98 29.09	25.18 30.54	26.44 32.07				2,014.52 2,443.35			3,958.99 4 801 74		4,364.78 5,293.92	4,583.02 5,558.62	45,245.56 54,877.04	47,507.84 57,620.89	49,883.23 60,501.94	52,377.39 63,527.03	54,996.26 66,703.39
Police Evidence/Property Technician Police Records Technician	26.38	24.54	29.09 25.76	30.54 27.05	32.07 28.40				2,443.35			4,801.74 4,252.97		5,293.92 4,688.90	5,558.62 4,923.35	48,605.38	57,620.89 51,035.65	53,587.43	56,266.80	59,080.14
Public Safety Analyst I	31.33	32.89	34.54	36.26	38.08				2,901.10			5,701.33		4,088.90 6,285.72	6,600.01	65,158.09	68,415.99	71,836.79	75,428.63	79,200.06
Public Safety Analyst II	36.01	37.81	39.70	41.69	43.77				3,334.92			6,553.89		7,225.66	7,586.94	74,901.56	78,646.64	82,578.97	86,707.92	91,043.31
Senior Account Clerk	24.32	25.53	26.81	28.15	29.56				2,251.87			4,425.44		4,879.05	5,123.00	50,576.47	53,105.30	55,760.56	58,548.59	61 476 02
Senior Admin Clerk	23.00	24.15	25.36	26.63	27.96				2,130.20			4,186.33		4,615.43	4,846.21	47,843.82	50,236.01	52,747.81	55,385.20	
Senior Animal Control Officer	26.01	27.31	28.67	30.11	31.61				2,408.44			4,733.14		5,218.29	5,479.21	54,093.08	56,797.74	59,637.62	62,619.50	Page 144
Senior Engineering Technician	31.63	33.21	34.87	36.61	38.44				2,929.03			5,756.21		6,346.22	6,663.53	65,785.25	69,074.51	72,528.24	76,154.65	101 700 0
Senior Planner	48.15	50.55	53.08	55.74	58.52	3,851.73	4,044.32	4,246.53	4,458.86	4,681.80	8,345.42	8,762.69	9,200.82	9,660.86	10,143.91	100,145.00	105,152.25	110,409.86	115,930.35	121,726.87



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

<u>Title</u>: Appointment of Mayor Arbuckle as the voting delegate and Council Member Branstorm as alternate for the League of California Cities 2024 Annual Conference meeting

**<u>CEQA</u>:** Not a Project

<u>Recommendation</u>: That Council appoints Mayor Arbuckle as the voting and Council Member Branstorm as the alternate for the 2024 League Annual Conference on October 16-18, 2024.

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: 08/22/2024

Date Prepared: 08/19/2024

Agenda: Consent

**Background Information:** The Council is required to appoint voting delegates and alternates for the Annual Business meeting which takes place as part of the annual conference. It is recommended that Mayor Arbuckle be appointed as the primary voting delegate (she has served in this capacity previously) and Council Member Branstorm be appointed as first alternate.

<u>Council Goals/Objectives</u>: The item executes portions of work tasks towards achieving/maintaining Strategic Plan -High-Performance Government and Quality Service.

Fiscal Impact: N/A

Funds Available: N/A

Account #: N/A

Reviewed by: \_\_\_\_\_ City Manager



Council Action Advised by September 25, 2024

#### DATE: Wednesday, July 10, 2024

#### TO: Mayors, Council Members, City Clerks, and City Managers

#### RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES League of California Cities Annual Conference and Expo, Oct. 16-18, 2024 Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the <u>Cal Cities Annual Conference and Expo</u>. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. <u>Please note that</u> <u>designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.</u>

Following council action, please submit your city's delegates through <u>the online</u> <u>submission portal</u> by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the <u>Cal Cities</u> website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at <u>zseals@calcities.org</u>.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly



### **General Assembly Voting Guidelines**

- 1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
- 2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
- 3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
- 4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
- 5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
- 6. Voting Area at General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
- 7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



# How it works: Cal Item # 4. S Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

#### Prior to the Annual Conference and Expo

#### **General Resolutions**



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

#### **Policy Committees**



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

#### During the Annual Conference and Expo

#### **Petitioned Resolutions**



#### The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

#### **Resolutions Committee**



The Resolutions Committee considers all resolutions. General Resolutions approved<sup>1</sup> by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disgualified.<sup>2</sup>

#### **General Assembly**



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

<sup>1</sup> The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

<sup>2</sup> Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

# Who's who

Cal Cities policy development is a memberinformed process, grounded in the voices and experiences of city officials throughout the state.

#### The Resolutions Committee

includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

#### Voting delegates

are appointed by each member city; every city has one voting delegate.

#### The General Assembly is a

meeting of the collective body of all voting delegates —one from every member city.

#### Seven policy committees

meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

#### For more information visit www.calcities.org/general-assembly



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

<u>Title</u>: Procurement and installation of open space surveillance cameras for Memorial Park, Condon Park, & Elisabeth Daniels Park, funded by BSCC Proposition 64 Grant

CEQA: Not a Project

**Recommendation**: (1) The Council approve procurement and installation of open space surveillance cameras for Memorial Park, Condon, Par, & Elisabeth Daniels Park funded by Prop 64 grant funds, pursuant to the attached GSA Contract scope of work agreements; (2) authorize the City Manager to sign necessary agreements, subject to legal review; and (3) direct the Finance Director to make appropriate budget adjustments and payments as may be necessary

**Prepared by:** Brian Blakemore, Lieutenant- Grass Valley Police Department

Council Meeting Date: 08/22/2024

Date Prepared: 08/15/2024

Agenda: Consent

#### **Background Information:**

The City of Grass Valley was awarded \$3 million Proposition 64 Grant funds from Board of State and Community Corrections (BSCC) starting on May 1, 2023 to implement The Grass Valley Cannabis Impact Mitigation Project. Outlined in the grant budget is the purchase security cameras (Totaling \$168,982.76.) to be used to patrol/monitor the 8 city parks. These cameras will be used to help the Parks Resource Officer monitor youth Cannabis consumption as well as other illegal activities occurring within the public parks.

In May 2024, Grass Valley Police and representatives from Grass Valley City Hall met with technicians from KS Telecom, sales representatives from Avigilon (parent company Motorola) for site visits to Memorial Park, Condon Park, and E. Daniels Park. We discussed the objectives of the approved Grant, the likely locations where cannabis consumption and other illegal activity would most often occur, and the need to balance privacy intrusions of park visitors.

KS Telecom generated quotes for each of the sites which are summarized below. Each price include applicable tax and represents the entire amount for each site.

Site	Job Price
Memorial Park	\$69,850.00
Condon Park	\$81,180.00
E. Daniels Park	\$22,929.50
	Total with Tax: <b>\$173,959.50</b>

The attached Quotes provide a full description of the equipment to be installed, the locations of installation, and the scope of work.

KS Telecom possesses a Government Service Agreement (GSA) contract ensuring competitive pricing. GSA Contact # 47QRAA23D008Z

The purchase and installation of these cameras will fulfil our obligations according to the approved Grant, and their use will greatly enhance the safety of three widely used parks. The Park Resource Officer and other Grass Valley Police Officers will have real time monitoring capability, as well as a way to recall archived footage in the event a crime is reported after the fact.

<u>Council Goals/Objectives</u>: This Project will support and help fulfill three goals identified in the Strategic Plan

Goal #1 The City of Grass Valley Is Dedicated to Promoting Programs and Projects That Improve Livability and Enhance the Character and Charm of Grass Valley.

Goal #3-The City of Grass Valley Strives to Provide Diverse Recreational Amenities in Our Parks, And We Are Actively Implementing Projects to Improve the Parks and Trails Systems.

Goal #6-The City of Grass Valley Is Devoted to Providing a Safe Place to Live, Work and Play.

**Fiscal Impact:** The Prop 64 PH&S Grant Program does not require matching and/or leveraged funds. Disbursement of grant funds occurs on a reimbursement basis for costs incurred during the reporting period. Funds required for this purchase will be reimbursed 100% by the Board of State and Community Corrections (BSCC) Proposition 64 Public Health and Safety Grant - Cohort 3 #BSCC 903-22.

Funds Available:YesAccount #: 260-Various Expense Accounts

<u>Attachments:</u> 1) Three quotes from KS Telecom detailing site locations, equipment and scope of work. 2) GSA Contractor information current through Aug. 10, 2028

Reviewed by: Tim Kiser, City Manager

Search Results

# **Contractor Information**

Contract:	47QRAA23D008Z
Contractor:	K S TELECOM, INC
Address:	2350 HUMPHREY RD PENRYN, CA 95663
E-Mail:	acct@kstelecominc.com
Web Address:	http://www.kstelecominc.com
Contract end date:	Aug 10, 2028
Order Status POC:	acct@kstelecominc.com
SAM UEI:	XDMSGWXUJB37
Socio-economic:	Small Business
EPLS:	Contractor not found on the Excluded Parties List System

**Ordering Information:** Contact the office nearest you if more than one location is shown.

Name/Order POC Email	Address	City, State	Zip Code	Phone Number	Fax Number
K S TELECOM, INC acct@kstelecominc.com	2350 HUMPHREY RD	PENRYN, CA	95663	916-652-4735	916-652-473



916-652-4735 P. O. Box 330 Penryn, California 95663-0330 www.KSTelecomInc.com

May 16<sup>th</sup>, 2024 Revised 24<sup>th</sup>, 2024 Revised June 6<sup>th</sup>, 2024 Revised July 15<sup>th</sup>, 2024

# **Grass Valley Police Department**

# **Elisabeth Daniels Park Cameras**

125 Neal Street Grass Valley, CA 95945

**K S Telecom, Inc.** (**KST**) is offering a quote to provide and install (1) 20MP multisensor camera, (1) 6MP dome camera, (1) Appliance, and Licensing at Elisabeth Daniels Park located at 125 Neal St, Grass Valley CA. All **KST** Provided and installed cabling will be tested to standards with a Fluke Cable Analyzer.

#### **Building 1:**

**KST** will provide and install (1) surface mount Avigilon 20MP 360° Multisensor camera on the soffit in front of the restroom and (1) Avigilon 6MP dome camera will be installed on the South end of the building. A total of (2) Cat6 cables will be pulled and terminated to each of the (2) devices on this building to the existing IDF. Approximately 50ft of surface mount raceway or conduit is estimated to complete the pathway to the cameras on the building. If additional conduit or materials are required, **KST** will provide additional materials and labor on a T&M ticket or as a change order to this project.

#### Network:

All network settings (IP Address, subnet mask, gateway, DNS server) will be provided by GVPD. **KST** will provide (4) IP addresses for the **KST** provided and installed devices.

#### Licensing:

**KST** will provide a total of (2) Avigilon Unity Enterprise Camera Channel licenses for this project. **KST** will provide and install (2) Unity8 Smart Assurance License for the camera at this location. After the camera installation is completed, **KST** will connect the camera to The **KST** provided appliance.

#### Appliance:

**KST** will provide and install (1) 8TB Avigilon Unity8 appliance in the office onsite in an existing enclosure. Cameras installed onsite will record directly to this appliance. Storage calculations have been estimated to provide approximately 32 days of video retention with a daily recording cycle of 12 hours with medium detail and high motion expectations. Cameras will be set to record on motion to achieve this retention period. The actual retention period may differ depending on activity in the area. **KST** will provide and install (1) 2ft x 2ft IDF cabinet inside the office area on this building. **KST** will provide electrical to this cabinet from a nearby circuit. If no existing circuit is near bye **KST** additional costs will apply.

#### The price for this project as described above is: \$20.845.00

\*Work is quoted to take place during normal business hours (M-F 7am-4pm) \*\*This quote expires 30-days from the date listed above.

Materials: \$10,335.82 License: \$544.80 Labor: \$8,715.00 Tax: \$904.38 10% Contingency: \$2,084.50

#### The Total price for this project as described above is: \$22,929.50

#### GSA Contract: 47QRAA23D008Z

#### This Project Excludes:

- 1. Vape detectors. (cabling, licensing, set up, installation, accessories, etc.)
- 2. Electrical load calculations or any panel reconfiguration/replacements.
- 3. Face recognition or license plate recognition licensing.
- 4. Custom analytic events or rules within Avigilon client software
- 5. Workstations
- 6. ACM integrations
- 7. UPS solutions
- 8. Email alerts.
- 9. Any active components (other than cameras and components stated in the above scope of work)
- 10. Configurations on active components not provided by **KST**.
- 11. Fiber optic cabling.
- 12. Asbestos, lead paint, or other hazardous material related work.
- 13. Painting or patching of walls, conduits, boxes, etc.
- 14. All underground conduits, boring, repairs, etc.
- 15. Anything other than what is described above as this is how we understand the project based off the information provided.

### Warranty Information

**K S TELECOM, Inc.** warrants all active components to be free of defects for a **period of 90 days** from the date of substantial completion. **KST** warrants all cabling and craftsmanship to be free from defects for a **period of 1-year** from the date of substantial completion. **KST** shall fix or replace, at its sole discretion, all defective materials and/or craftsmanship, at no charge to the customer, excluding damage because of negligence, abuse, misuse, and/or acts of God. Normal and customary service charges shall apply for the diagnosis of repair or non-warranted defects. Any changes to LAN/WAN configuration or programming after acceptance are the responsibility of the Customer.

**Avigilon** manufacturers *material only* warranty covers H5A & H6A cameras for a period of 5 years. The warranty period begins on the date of material shipment.

#### KST's DIR Registration # 1000000120

Contractor License # 790922 (C-7) Expires 2-28-25

#### Please call or email if you have any questions.

Sincerely,

Anor Chitmond -

Jacob Chitwood BICSI Technician PM/Estimator & Lead Technician K S Telecom, Inc. (916) 663-8311 Cell (916) 652-4735 x227 Office JC@kstelecominc.com



916-652-4735 P. O. Box 330 Penrvn, California 95663-0330 www.KSTelecomInc.com

May 16<sup>th</sup>. 2024 Revised May 24th, 2024 Revised June 6th, 2024 Revised July 15th, 2024

# **Grass Valley Police Department**

# Condon Park Cameras 660 Minnie St, Grass Valley, CA 95945

K S Telecom, Inc. (KST) is offering a quote to provide and install (5) multisensor cameras, (2) dome cameras, (2) Appliances, (4) Wireless bridges, and licensing at Condon Park. All **KST** provided and installed cabling will be tested to standards with a Fluke Cable Analyzer.

#### Wireless bridges:

KST will provide and install wireless network bridges from the main building at Condon Park to the public pavilion. It is a possibility that the connection between the new wireless bridges may be intermittently or permanently disrupted due to the foliage. If this is the case the recommendation would be trenching between the main building at this site and the public pavilion. Trenching would dramatically increase the price of the project.

#### \*KST recommends a trial run with 2 wireless bridges to test the connection prior to acceptance of this quote.

#### Main building:

KST will provide and install (3) Avigilon 15MP 270° Multisensor cameras on the corners of the building. KST will provide and install (2) Wireless bridges on this building, (1) bridge will be aimed towards the restroom and (1) bridge will be aimed towards the public pavilion. KST will install (5) Cat 6 cables, (1) to each of the KST provided devices on this building from the existing IDF.

#### Restroom building:

**KST** will provide and install (1) 20MP 360° Multisensor camera on the front of the restroom. (1) **KST** provided wireless bridge will be installed and aimed towards the bridge on restroom 1 for network connectivity. **KST** will provide and install a total of (2) Cat 6 cables, (1) to each of the devices on this building from the custodial closet where a KST provided enclosure will be installed. Power to the **KST** provided enclosure will be completed by **KST**. **KST** assumes there is a circuit nearby that can be extended into the **KST** provided enclosure. If it is found that there is no circuit that can be extended, KST can complete additional work on a time and materials ticket or as a change order to this project. (1) Hardened POE network switch will be provided and installed by KST inside of the enclosure.

#### **Public pavilion:**

**KST** will provide and install (2) 6MP dome cameras inside of the public pavilion on opposing corners viewing the interior. (1) **KST** provided 15MP multisensor camera will be installed on the east side of the pavilion for an overall view of the parking area. **KST** will provide and install (1) wireless bridge on the Northeast corner of the building. **KST** will install a total of (4) Cat 6 cables, (1) from each device ran back to a **KST** provided enclosure. **KST** will provide and install (1) 12" x 12" x 6" outdoor rated enclosure inside of the pavilion out of reach of the public. Power to the **KST** provided enclosure will be completed by **KST**. It is assumed that there is a circuit nearby that can be extended into the **KST** provided enclosure. If there is not a nearby circuit that can be extended for the cameras, additional labor and materials can be provided on a time and materials ticket or as a change order to the project.

#### Network:

All network settings (IP Address, subnet mask, gateway, DNS server) will be provided by GVPD. **KST** will require (13) IP addresses for the **KST** installed devices.

#### Licensing:

**KST** will provide a total of (7) Avigilon Unity Enterprise Camera Channel Licenses for this project. **KST** will provide and install (7) Unity8 Smart Assurance License for the camera at this location. After the camera installation is completed, **KST** will connect the cameras to The **KST** provided appliances.

#### Appliance:

**KST** will provide and install (2) 24TB Avigilon Unity8 appliances in the main building. Cameras installed onsite will record directly to these appliances. Storage calculations have been estimated to provide approximately 30 days of video retention with a daily recording cycle of 12 hours with medium detail and high motion expectations. Cameras will be set to record on motion to achieve this retention period. The actual retention period may differ depending on activity in the area.

#### The price for this project as described above is: \$73,800.00

\*Work is quoted to take place during normal business hours (M-F 7am-4pm) \*\*This quote expires 30-days from the date listed above.

#### Materials: \$34,697.20 License: \$1,906.80 Labor: \$34,145.00 Tax: \$3,036.00 10% Contingency: \$7,380.00

#### The total price for this project as described above is: \$81,180.00

GSA Contract: 47QRAA23D008Z

#### This Project Excludes:

- 1. Vape detectors. (cabling, licensing, set up, installation, accessories, etc.)
- 2. Electrical load calculations.
- 3. New electrical circuits.
- 4. Face recognition or License Plate Reader licensing.
- 5. Custom analytic events or rules within Avigilon client software
- 6. Workstations
- 7. ACM integrations
- 8. Email alerts.
- 9. Any active components (other than cameras and components stated in the above scope of work)
- 10. Switch configurations.
- 11. Configurations on active components not provided by KST.
- 12. UPS solutions
- 13. Fiber optic cabling.
- 14. Asbestos, lead paint, or other hazardous material related work.
- 15. Painting or patching of walls, conduits, boxes, etc.
- 16. All underground conduits, boring, repairs, etc.
- 17. Anything other than what is described above as this is how we understand the project based off the information provided.

## Warranty Information

**K S TELECOM, Inc.** warrants all active components to be free of defects for a **period of 90 days** from the date of substantial completion. **KST** warrants all cabling and craftsmanship to be free from defects for a **period of 1-year** from the date of substantial completion. **KST** shall fix or replace, at its sole discretion, all defective materials and/or craftsmanship, at no charge to the customer, excluding damage because of negligence, abuse, misuse, and/or acts of God. Normal and customary service charges shall apply for the diagnosis of repair or non-warranted defects. Any changes to LAN/WAN configuration or programming after acceptance are the responsibility of the Customer.

**Avigilon** manufacturers *material only* warranty covers H5A & H6A cameras for a period of 5 years. The warranty period begins on the date of material shipment.

#### KST's DIR Registration # 1000000120

#### Contractor License # 790922 (C-7) Expires 2-28-25

#### Please call or email if you have any questions.

Sincerely,

Autor Chitmond-

Jacob Chitwood BICSI Technician PM/Estimator & Lead Technician K S Telecom, Inc. (916) 663-8311 Cell (916) 652-4735 x227 Office JC@kstelecominc.com



916-652-4735 P. O. Box 330 Penryn, California 95663-0330 www.KSTelecomInc.com

May 16<sup>th</sup>, 2024 Revised 24<sup>th</sup>, 2024 Revised June 6<sup>th</sup>, 2024 Revised July 15<sup>th</sup>, 2024

# **Grass Valley Police Department**

# Memorial Park Cameras

350 Race St, Grass Valley, CA 95945

**K S Telecom, Inc. (KST)** is offering a quote to provide and install (2) multisensor cameras, (2) dome cameras, (2) Appliances, (8) Wireless bridges, and Licensing at Memorial Park located at 350 Race St, Grass Valley CA. All **KST** Provided and installed cabling will be tested to standards with a Fluke Cable Analyzer.

#### Restroom building 1:

**KST** will provide and install (1) Avigilon 20MP 360° Multisensor camera on the front of the restroom. (2) wireless bridges will be installed on this restroom. (1) wireless bridge will be pointed to the Pool house for a connection to the outside world. (1) wireless bridge will be aimed towards the other restrooms for network connectivity. A total of (3) Cat6 cables will be pulled and terminated to each of the (3) devices on this building. (1) **KST** provided hardened network switch will be installed at a location in the custodial closet in this restroom building.

#### **Restroom building 2:**

**KST** will provide and install (1) 20MP 360° Multisensor camera on the front of the restroom. (1) **KST** provided wireless bridge will be installed and aimed towards the transmitter on restroom 1 for network connectivity. **KST** will provide and install a total of (2) cate 6 cables to each of the devices on this building to the custodial closet where the POE injectors can be installed.

#### **Restroom Building 3:**

**KST** will provide and install (2) 2MP Analytic dome cameras on each side of the building to capture the individuals entering & exiting. (1) **KST** provided wireless bridge will be installed and aimed towards the bridge on restroom 1 for network connectivity. **KST** will

provide and install (outside rated enclosure to act as an IDF. KST will provide a total of (3) Cat 6 cables, (1) to each of the KST provided and installed devices. All cabling on this building will be terminated at this IDF. Power to the IDF will be completed by **KST.KST** has included 50ft of 3/4" conduit if no pathway can be used/installed in an accessible ceiling space on the interior of the building. **KST** will provide and install (1) enclosure on this building to house a hardened network switch and POE injectors. Electrical to the enclosure will be completed by **KST.KST** assumes that there is an electrical panel within 30ft of the enclosure location. If the electrical panel is further away, additional labor and materials would be completed on a T&M ticket or a change order to this project.

#### Network:

All network settings (IP Address, subnet mask, gateway, DNS server) will be provided by GVPD. **KST** will provide and install (6-7) point-to-point wireless bridges for network connections to each of the restrooms. (1) wireless bridge will be installed at each restroom building. (1) wireless bridge will be installed on the restroom closest to the pool building and aimed at an additional bridge located on the pool house for a network connection to the outside world.

#### Licensing:

**KST** will provide a total of (8) Avigilon Unity Enterprise Camera Channel licenses for this project. **KST** will provide and install (8) Unity8 Smart Assurance License for the camera at this location. After the camera installation is completed, **KST** will connect the camera to The **KST** provided appliance.

#### Appliance:

**KST** will provide and install (1) 32TB Avigilon standard NVR in a location inside of the Memorial Park pool house. Cameras installed onsite and (4) existing cameras will record directly to this NVR. Storage calculations have been estimated to provide approximately 31 days of video retention with a daily recording cycle of 12 hours with medium detail and high motion expectations. Cameras will be set to record on motion to achieve this retention period. The actual retention period may differ depending on activity in the area. The storage calculation has been estimated by assuming the (4) existing cameras are 4MP (or less) Avigilon bullets using the above-mentioned parameters for recording on motion. If the existing cameras have a higher MP rating, changes will need to be made to the recording parameters or a larger NVR will need to be provided to achieve a 30-day retention period.

#### **Existing Park cameras networking:**

**KST** will provide and install (2) wireless bridges, (1) at each of the existing camera locations. These wireless bridges will be aimed towards a new Wireless bridge to be installed on the pool house. This installation has been requested without a detailed site walk to determine clear line of sight or obstructions in the signal from the camera locations to this building. If clear line of site is not possible, additional costs will occur and work can be completed as a T&M change order to this project under the contingency. **KST** will

provide and install (4) Unity8 camera channel licenses and (4) Unity8 Smart Assurance licenses for these (4) cameras. These (4) existing devices will be added to the **KST** provided NVR in the pool house for recording. The request for this portion of the project is due to the connectivity issues with the existing modems at these camera locations.

#### The price for this project as described above is: \$63.500.00

\*Work is quoted to take place during normal business hours (M-F 7am-4pm)

\*\*This quote expires 30-days from the date listed above

\*\*\*The cost to upgrade to a 48TB server if needed is roughly an additional \$8,300.00

Materials: \$30,814.53 License: \$2,179.20 Labor: \$27,810.00 Tax: \$2,696.27 10% Contingency: \$6,350.00

### The total price for this project with contingency: \$69,850.00

GSA Contract: 47QRAA23D008Z

#### This Project Excludes:

- 1. Air-conditioned enclosures.
- 2. Vape detectors. (cabling, licensing, set up, installation, accessories, etc.)
- 3. Electrical load calculations.
- 4. New electrical circuits. (**KST** will extend existing circuits)
- 5. Face recognition licensing.
- 6. Lice Plate Reader licensing.
- 7. Custom analytic events or rules within Avigilon client software
- 8. Workstations
- 9. ACM integrations
- 10. Email alerts.
- 11. Any active components (other than cameras and components stated in the above scope of work)
- 12. Switch configurations.
- 13. Configurations on active components not provided by KST.
- 14. Fiber optic cabling.
- 15. Asbestos, lead paint, or other hazardous material related work.
- 16. Painting or patching of walls, conduits, boxes, etc.
- 17. All underground conduits, boring, repairs, etc.
- 18. Anything other than what is described above as this is how we understand the project based off the information provided.

### Warranty Information

K S TELECOM, Inc. warrants all active components to be free of defects for a **period of 90 days** from the date of substantial completion. **KST** warrants all cabling and craftsmanship to be free from defects for a **period of 1-year** from the date of substantial completion. **KST** shall fix or replace, at its sole discretion, all defective materials and/or craftsmanship, at no charge to the customer, excluding damage because of negligence, abuse, misuse, and/or acts of God. Normal and customary service charges shall apply for the diagnosis of repair or non-warranted defects. Any changes to LAN/WAN configuration or programming after acceptance are the responsibility of the Customer.

**Avigilon** manufacturers *material only* warranty covers H5A & H6A cameras for a period of 5 years. The warranty period begins on the date of material shipment.

#### KST's DIR Registration # 1000000120

Please call or email if you have any questions.

Sincerely,

Juob hitmood-

Jacob Chitwood BICSI Technician PM/Estimator & Lead Technician K S Telecom, Inc. (916) 663-8311 Cell (916) 652-4735 x227 Office JC@kstelecominc.com



City of Grass Valley City Council Agenda Action Sheet

Title: Conduit financing for the Eskaton Properties, Incorporated Project

<u>CEQA:</u> The project is exempt from review under the California Environmental Quality Act (CEQA) by the "common sense" rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

#### **Recommendation**:

1)Conduct the public hearing under the requirements of Tax and Equity Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended (the "Code").

2) Adopt Resolution No. 2024-65 approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of Eskaton Properties, Incorporated, a nonprofit, public benefit corporation organized and existing under the laws of the State of California and an organization described in section 501(c)(3) of the Code (the "Borrower"), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

Prepared by: Amy Wolfson, City Planner

Council Meeting Date: August 22, 2024

Date Prepared: August 14, 2024

Agenda: Public Hearing

**Background Information:** The Borrower has requested that the California Municipal Finance Authority (CMFA) serve as the municipal issuer of tax-exempt and/or taxable Bonds in an aggregate principal amount not to exceed \$40,000,000. The proceeds of the Bonds will be used as part of a plan to finance improvements and refinance all or a portion of the (i) California Statewide Communities Development Authority \$38,695,000 Revenue Bonds (Eskaton Properties, Incorporated Obligated Group), Series 2012, (ii) ABAG Finance Authority for Nonprofit Corporations \$51,875,000 Revenue Refunding Bonds (Eskaton Properties, Incorporated Obligated Group) Series 2013, and (iii) California Municipal Finance Authority \$24,109,000 Revenue and Refunding Bonds, Series 2022 (Eskaton Properties, Incorporated), and costs related thereto, which financed in part an assisted living facility (the "Project") owned and operated by the Borrower and located at 325 Eskaton Circle, Grass Valley, California.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Grass Valley must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an

"applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities, including the City of Grass Valley, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and Bonds of the CMFA do not constitute debts, liabilities or Bonds of the members executing such agreement.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not Bonds of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

<u>Council Goals/Objectives</u>: Adoption of Resolution No. 2024-65 approving the issuance of Bonds by CMFA for the benefit of Eskaton Properties supports the 2022 Strategic Plan Update Goal # 5: the City of Grass Valley strives to exemplify an innovative, efficient, effective, open and collaborative city government.

**Fiscal Impact:** The debt to be issued by the CMFA will be the sole responsibility of the Borrower and the City of Grass Valley will have no financial or legal obligations or responsibilities with regard to the repayment of the debt.

#### Funds Available: N/A

Account #: N/A

Reviewed by: City Manager

Attachments: Resolution No. 2024-65

#### **RESOLUTION NO. 2024-65**

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000 TO FINANCE AND REFINANCE AN ASSISTED LIVING FACILITY FOR THE BENEFIT OF ESKATON PROPERTIES, INCORPORATED, AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Eskaton Properties, Incorporated, a nonprofit, public benefit corporation organized and existing under the laws of the State of California and an organization described in section 501(c)(3) of the Code (the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$40,000,000 (the "Bonds"), including but not limited to revenue bonds issued as part of a plan to finance improvements and refinance all or a portion of the (i) California Statewide Communities Development Authority \$38,695,000 Revenue Bonds (Eskaton Properties, Incorporated Obligated Group), Series 2012, (ii) ABAG Finance Authority for Nonprofit Corporations \$51,875,000 Revenue Refunding Bonds (Eskaton Properties, Incorporated Obligated Group) Series 2013, and (iii) California Municipal Finance Authority \$24,109,000 Revenue and Refunding Bonds, Series 2022 (Eskaton Properties, Incorporated), and costs related thereto, which financed in part an assisted living facility (the "Project") owned and operated by the Borrower and located at 325 Eskaton Circle, Grass Valley, California (the "City"); and

WHEREAS, an "applicable elected representative" of the jurisdiction in which the Project is located is required to approve the issuance of the Bonds under Section 147(f) of the Internal Revenue Code (the "Code"); and

**WHEREAS**, the City Council is the elected legislative body of the City and is an "applicable elected representative" for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

**WHEREAS**, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

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

<u>Section 1</u>. That the foregoing recitals are true and correct.

Section 2. That Pursuant to Section 147(f) of the Code, the City Council held a public hearing on this date and provided an opportunity to present arguments both for and against the issuance of the Bonds. The City Council has further considered all testimony and comments submitted in connection with issuance of the Bonds and refinancing of the Project at the public hearing.

Section 3. That the City Council hereby approves the issuance of the Bonds by the Authority, including but not limited to Bonds issued as part of a plan to refinance the Project described herein. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority for the Project, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

<u>Section 4</u>. That the officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

<u>Section 5</u>. That the issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

<u>Section 6</u>. That the Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq. Jones Hall, APLC 475 Sansome Street, Suite 1700 San Francisco, CA 94111

<u>Section 7</u>. That this resolution shall take effect immediately upon its adoption.

**ADOPTED** as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 22nd day of August, 2024, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Jan Arbuckle, MAYOR

ATTEST:

Taylor Whittingslow, CITY CLERK

APPROVED AS TO FORM:

Michael G. Colantuono, CITY ATTORNEY



## City of Grass Valley City Council Agenda Action Sheet

Title: Main St Sealing And Striping - Authorize Bidding and Approve Design

CEQA: Categorically Exempt - Section 15301 "Existing Facilities"

<u>**Recommendation**</u>: That Council 1) approve the findings that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA); 2) provide direction to Staff on several design proposals; and 3) authorize the advertisement for bids.

Prepared by: Bjorn P. Jones, PE, City Engineer

Council Meeting Date: 08/22/2024

Date Prepared: 08/15/2024

Agenda: Administrative

<u>Background Information</u>: The Main Street Sealing and Striping Project primarily involves the pavement replacement, microsurfacing and restriping of Main Street between Bennett Street and Church St. Also included are associated roadway improvements such as utility cover adjustments, signage and curb painting.

The street improvements associated with this project are exempt from environmental review pursuant to Section 15301 "Existing Facilities" of the CEQA Guidelines.

Copies of the plans and specifications for the Main Street Sealing and Striping Project are available for review in the Engineering Division office at City Hall. The total project cost is estimated at \$325,000. The award of a construction contract is anticipated to occur in Fall 2024, with construction in early 2025, depending on weather.

A number of design concepts and Engineering proposals are incorporated into the project that Staff would like to bring to Council's attention and gain direction on how to proceed. These proposals are discussed individually in the sections to follow.

**Mill @ Main Intersection:** Since the Mill St Pedestrian Plaza was completed the number of pedestrians in the downtown area has increased significantly and it is apparent that additional safety measures for pedestrians crossing the stop controlled intersection of Mill and Main Streets would be advantageous. Engineering Staff worked with design consultant Coastland Engineering to evaluate different treatments for the intersection, including options of enhanced signage and striping, eliminating one of the crossings, or eliminating both crossings and creating a single centralized crossing.

Since the last Council meeting Staff has discussed a modified design which would eliminate the easterly (downhill) cross walk across Main St. An intersection exhibit is attached that shows the proposed enhancements. This alternative was the recommended treatment of Coastland Engineering and after further review this configuration achieves a number of benefits which Engineering agrees make this the preferred option. Removing this crossing forces pedestrians to use the safer westerly crosswalk and consolidates crossings to a single area; reducing pedestrian to vehicle conflict points and making it an easier decision for motorists and pedestrians to determine when it is safe to proceed. The added right of way also opens up space for a more contiguous loading zone on the south side and an expanded sidewalk zone on the north side which could be utilized for a curbside sitting area. It is estimated that removing this crosswalk adds \$20-25,000 to the contract for demolition and associated reconstruction costs.

Other safety enhancements include painted crosswalk markings to better identify the crossing zones in place of the faded stamped concrete areas. Added lane lines and loading zones both serve to neck down the travel lanes (traffic calming), shorten the crossing distances for pedestrians and provide a convenient area for Mill St delivery vehicles. Median islands on the westerly crossing further restrict the travel lane widths and provide a small mid-block refuge area and a location for in street pedestrian crossing signs. Pedestrian activated rectangular rapid flashing beacons are proposed to provide heightened awareness of pedestrians entering the crosswalk similar to the very effective assemblies at Church and School Streets.

**South Auburn @ Main Intersection Crosswalk:** Coastland Engineering also evaluated the S Auburn and Main Street intersection due to safety concerns of the westerly crossing of Main Street. As the left/through lane coming from S Auburn St is signalized and does not have any oncoming traffic to contend with, motorists are not always acutely alert for pedestrians using the westerly crossing, leading to potential conflicts.

Coastland's recommendation was to eliminate this crosswalk in entirety and Engineering Staff agrees that this is the preferred alternative. Pedestrians may have slightly increased crossing times/distances depending on their destination, but this is a small tradeoff for the enhanced pedestrian safety, as well as increased efficiency for S Auburn St traffic turning onto Main St.

**South Auburn @ Main Intersection Signal:** Another concept that has been considered previously is converting the signal at S Auburn and Main Streets to a all way stop controlled intersection. In the past this intersection has reverted to stop control (flashing red) after daytime hours and on the weekends. The signal functions effectively as such a majority of the time.

Converting to full time stop control would lessen undesirable delays for motorists when signalized control is not necessary, likely more than 75% of the time. Traffic through the intersection would be more metered along the Main St corridor instead of letting a stream of vehicles through at one time. Stop control would also reduce maintenance costs of the traffic signal and could allow for future removal of some of the unsightly and obtrusive signal equipment.

Drawbacks could include slightly longer delays/queuing during peak periods; mainly school drop off and pickup times. Somewhat less protection for pedestrian crossings would also be experienced as the dedicated crossing cycles would no longer be functional in an all way stop control arrangement.

Staff proposes a trial period of placing the signal in flashing red, possibly through the

month of September, to evaluate functionality of all way stop control. The trial could always be cut short if issues arise.

**Parking Space Adjustments:** After pavement rehabilitation, the roadway will be restriped and parking marking "L's" and "T's" placed to define parking spaces, as well as painting curbs. Now is the time to make any parking area adjustments.

After an extensive evaluation of the parking space dimensions and layouts along the entire Main St corridor, Engineering Staff has developed a layout that would gain ten additional defined parking spaces over what exists today. Several adjustments are proposed to accommodate this substantial increase in available parking, as follows:

- Shorten loading zone near Holbrooke Hotel approximately 10 feet. Over 32 feet would remain.
- Eliminate loading zone near Kaido restaurant. New loading zone through the Mill St intersection to act as replacement.
- Shorten loading zone near Book Seller approximately 10 feet. New loading zone through the Mill St intersection to act as replacement.
- Shorten loading zone near Country Wood approximately 10 feet. Over 32 feet would remain.
- Shorten loading zone near Nevada Club approximately 10 feet. Approximately 22 feet of loading zone. This loading zone is not ideal due to the alignment of travel lanes from E Main St and use by larger delivery trucks should be discouraged.
- Eliminate motorcycle parking zone in front of Wolf Mountain Spa. Rarely used currently.
- Relocate loading zone from in front of Enrique's Lounge, to the front of Wolf Mountain Spa, approximately 40 feet away. The new location would eliminate vehicles having to execute a parallel parking maneuver to enter the space and would free up more room (when loading is not in use) approaching the S Auburn St intersection for vehicle storage and maneuvering into the through/right turn travel lane.
- Eliminate green zone in front of PGE. With the PGE office closed, short term parking zones are no longer warranted.
- In several locations change the standard parking space length to 20 feet. Currently central spaces in a parallel aisle have a minimum 22 foot length. Reducing the standard to 20 feet makes it more difficult to accommodate larger vehicles executing a parallel parking maneuver. Other jurisdictions have allowed up to 75% of parallel parking to be "Intermediate" or "Compact" spaces with lengths down to 19' in their downtown areas. As proposed, 14 out of the 46 spaces along the Main St corridor would be 20' long central spaces, or approximately 30% of the total, an appropriate sum for the urban environment.

Staff requests that Council provide any direction on the described proposals at the Council meeting for the Main St Sealing And Striping Project. After consideration, Engineering will finalize the design and contract documents in order to release the project for bidding. The requested Council motion is to approve the findings that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) and authorize the advertisement for bids.

<u>Council Goals/Objectives</u>: The Main St Sealing And Striping executes portions of work<sup>L</sup> tasks towards achieving/maintaining Strategic Plan Goal - City Infrastructure Investment

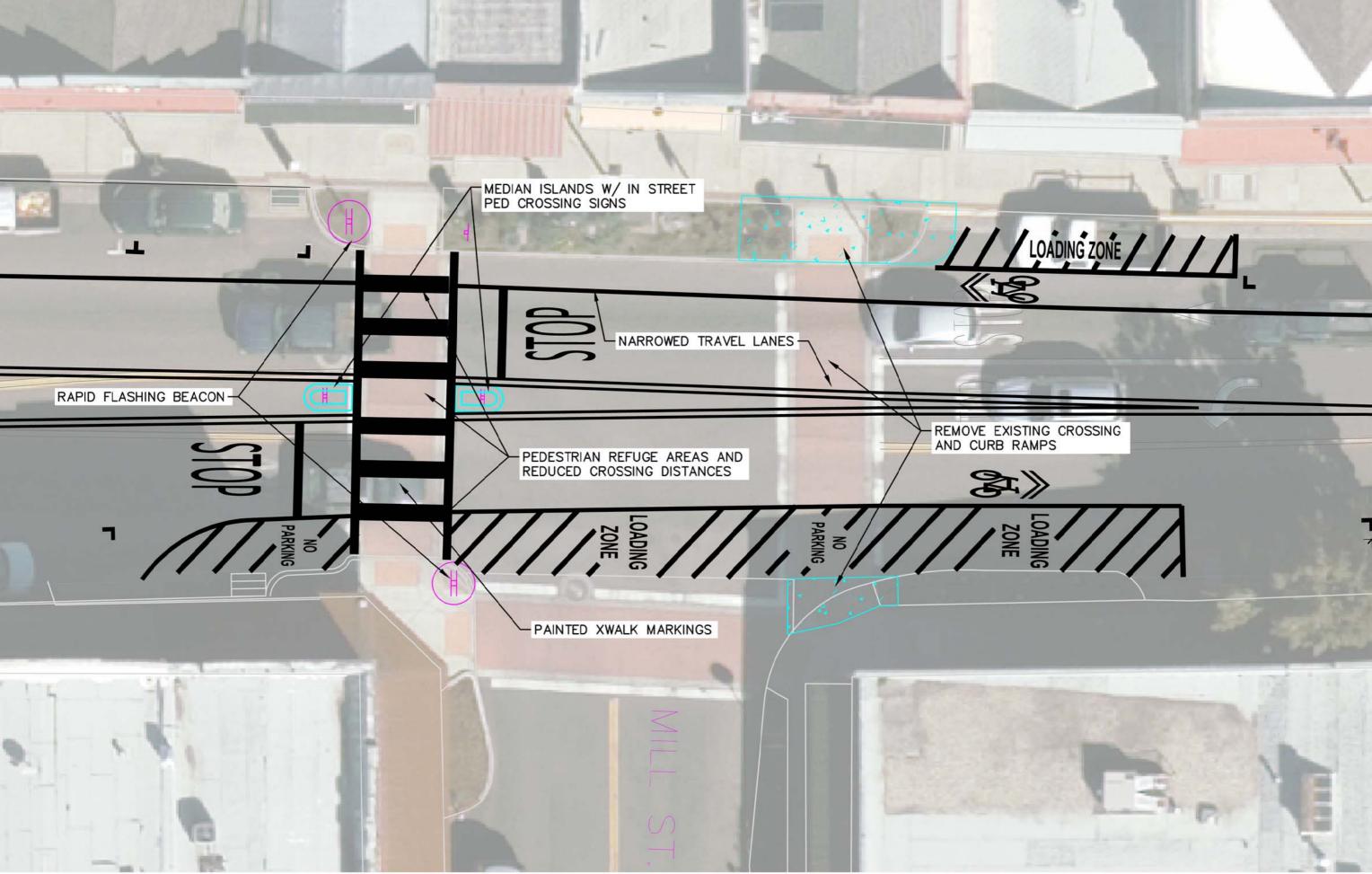
**<u>Fiscal Impact</u>**: The project is fully funded in the 2024/25 CIP Budget with Measure E funding.

Funds Available: Yes

Account #: 300-406-63850

Reviewed by: City Manager

<u>Attachments</u>: Main St @ Mill Exhibit Coastland Engineering Technical Report



# COASTLAND BEEM

Date: June 11, 2024

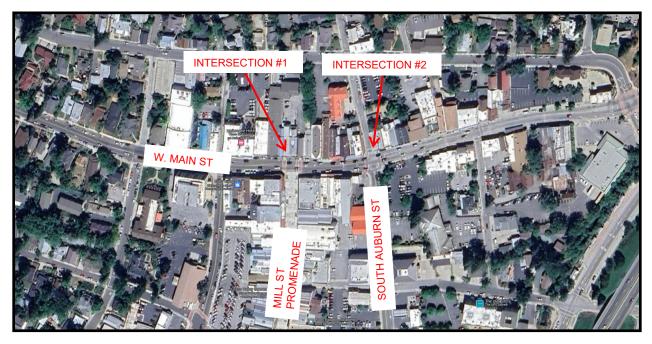
To: Bjorn Jones, PE City Engineer 125 East Main Street Grass Valley, CA 95945

From: Laurie Loaiza, PE

**Subject:** Intersection Improvements on W. Main Street at Mill Street and at South Auburn Street

The City of Grass Valley has requested a traffic review of two intersections located on W. Main Street at Mill Street and W. Main Street at South Auburn Street. The goal of this memorandum is to provide a summary of current conditions, improvement alternatives and recommendations for these intersections with a focus on pedestrian safety. Accessibility for the disabled was not evaluated in this review. The Grass Valley Police Department provided background information and traffic incident reports to aid in this review and direct observations were made of operations at these intersections to prepare this review.

The two study intersections are adjacent each other and located in the center of downtown Grass Valley, northwest of Highway 49, on W. Main Street. The area is primarily commercial, with many local shops and restaurants that generate substantial pedestrian traffic. Figure 1 shows the locations of the two intersections being reviewed.



#### Figure 1: Vicinity Map of Analysis Areas

#### Santa Rosa

1400 Neotomas Avenue Santa Rosa, CA 95405 Tel: 707.571.8005 Auburn 11641 Blocker Drive, Ste. 170 Auburn, CA 95603 Tel: 530.888.9929 Pleasant Hill 3478 Buskirk Avenue, Ste. 1000 Pleasant Hill, CA 94523 Tel: 925.233.5333

#### Fairfield

324 Campus Lane, Ste. A Fairfield, CA 94534 Tel: 707.702.1961

#### Intersection #1: W. Main Street & Mill Street

#### **Existing Conditions**

Prior to 2023, the intersection was 3-way stop-controlled with crosswalks across all three legs. In 2023, the City converted Mill Street between Neal Street and W. Main Street to a pedestrian promenade – restricting vehicular traffic at each end with bollards. All vehicle turns to and from Mill Street were eliminated, however the crosswalks and stop signs on W. Main Street remained after the project was completed. The resulting intersection has single direction stop-control before the first crosswalk in each direction on W. Main Street and then drivers encounter an unprotected crosswalk 40-ft later which, without the former road intersection, now essentially functions as a mid-block crosswalk. W. Main Street is at a 10% grade. Appendix A contains an aerial map of the intersection.

The conversion of Mill Street to a pedestrian promenade has resulted in the following:

- A crosswalk configuration with two successive crosswalks in each direction (one controlled and the other uncontrolled) that is unusual and, under any other circumstances, wouldn't otherwise be designed or constructed in this configuration.
- Pedestrians appear confused by the unusual configuration of the two crosswalks, and some appear tempted to cross through the middle of the intersection directly into the pedestrian promenade.
- Vehicle confusion at double crosswalks:
  - Vehicle approach the first crosswalk and stop due to the stop sign.
  - Vehicles approach the second crosswalk and aren't sure if they need to stop or not. Pedestrians assume on-coming traffic will stop for them.

Coastland Civil Engineering contacted Grass Valley Police Department to gather background information and traffic incidents on this intersection. Officer John Herrera described the following about Intersection #1:

- Vehicles typically do not adhere to stop control (rolling stops)
- Vehicles traveling down the 10% grade have a lesser tendency to stop.

The traffic incident data (Appendix C) supports the above observations and concerns.

#### Alternatives

Alternatives to improve pedestrian safety:

Alt.	Description	Pros	Cons	Cost
1	<ul> <li>Add high visibility crosswalk striping and signs to enhance crosswalk visibility at both locations.</li> </ul>	Lower Cost Enhances driver awareness	Vehicle & pedestrian confusion remain	\$10,000- \$15,000
<b>2</b> ª	<ul> <li>Eliminate the easterly/downhill crosswalk.</li> <li>Add high visibility crosswalk striping.</li> <li>Move easterly stop sign uphill to the westerly crosswalk location.</li> <li>Bring limit lines (stop bars) on both sides within 10-ft of remaining crosswalk.</li> </ul>	Pedestrians are all within a stop- controlled crosswalk. Vehicle confusion eliminated	Higher cost	\$20,000- \$30,000
3	<ul> <li>Eliminate the westerly/uphill crosswalk.</li> <li>Add high visibility crosswalk striping.</li> <li>Move westerly stop sign downhill to the easterly crosswalk location.</li> <li>Bring limit lines (stop bars) on both sides within 10-ft of remaining crosswalk.</li> </ul>	Pedestrians are all within a stop- controlled crosswalk. Vehicle confusion eliminated	Higher cost Eastbound stop sign may block access to part of pedestrian promenade.	\$20,000- \$30,000
4	<ul> <li>Eliminate both existing crosswalks and make a new extra-wide textured crosswalk in the middle of the intersection - an extension of the promenade across W. Main Street.</li> <li>Install new stop signs and pavement markings</li> </ul>	Pedestrian friendly Excellent ADA Accessibility Very visible	Much higher cost Longer ped. exposure to vehicles Likely to slow traffic flow	\$54,000- \$68,000

<sup>a</sup> Recommended alternative, see Appendix A for exhibit.

#### **Conclusions and Recommendations**

Alternative 2 is recommended. Despite its higher cost than Alternative 1, it upholds the overall goal of pedestrian safety by consolidating pedestrian traffic into a single stop-controlled crosswalk, thereby reducing pedestrian and vehicle confusion. While Alternative 3 provides similar improvements to Alternative 2, the stop sign placement on eastbound Main Street is problematic as it may block full access to the promenade when bollards are removed. Alternative 4 has a high cost and may delay through traffic more than other alternatives.

#### Intersection #2: W. Main Street & S. Auburn Street

#### **Existing Conditions**

This location is a four-way signal-controlled intersection with crosswalks on each leg. It is a relatively high-volume intersection for the area and used by though traffic and visitors to the downtown area. Appendix B shows an aerial map.

The City is concerned that drivers turning left from S. Auburn Street onto W. Main Street are unaware of pedestrians crossing W. Main Street. Officer Herrera suspects drivers making the left turn are not focused on pedestrians in the crosswalk. No traffic incident reports were provided.

#### Alternatives

Three alternatives were developed for this intersection:

Alternative	Description	Pros	Cons	Cost
<b>1</b> <sup>b</sup>	<ul> <li>Remove westerly crosswalk on W. Main Street</li> <li>Install pedestrian barriers on existing ramps</li> <li>Install no crossing signs</li> <li>Modify traffic signal equipt.</li> <li>Modify signal timing</li> </ul>	Removes left- turn/ped conflict Increased intersection efficiency, especially left- turn to W. Main St.	Cost Longer route for certain pedestrians Barriers subject to vehicle damage	\$30,000- \$40,000
2	• Modify signal timing to add dedicated pedestrian phase to segregate north-south pedestrian travel from vehicular traffic.	Removes left- turn/ped conflict	Significantly reduces intersection efficiency, especially in peak demand periods.	\$10,000
3	• Modify signal timing to advance the walk signal for 3 to 7 seconds to give pedestrians a head start before left-turn/thru gets green.	Increased pedestrian visibility	Does not fully resolve safety concern Reduces intersection efficiency	\$10,000

<sup>b</sup>See Appendix B for exhibit Alternative 1

#### **Conclusions and Recommendations**

Coastland recommends Alternative 1. It reduces pedestrian risk by removing a pedestrian/vehicle point of conflict between left-turn movements from northbound S. Auburn Street to W. Main Street.

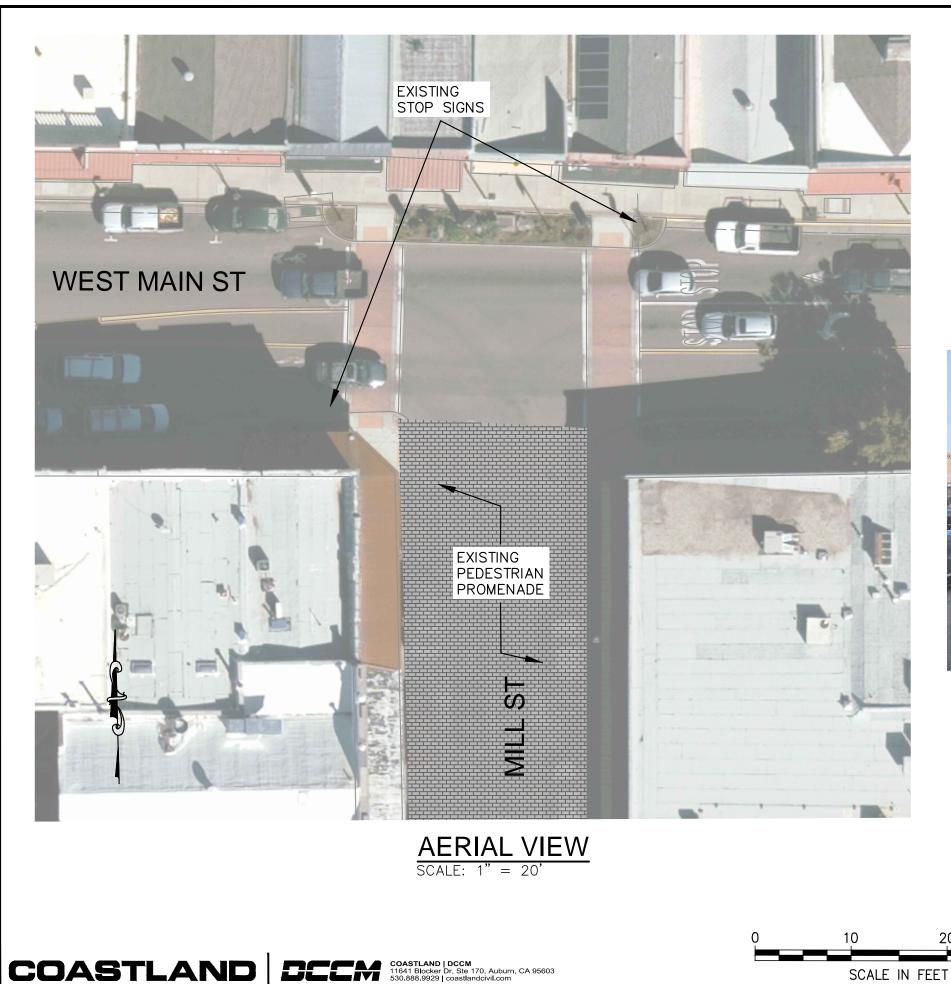
#### Appendix A: W. Main and Mill Street Maps

Source: Google Maps; Site Photos

Figures:

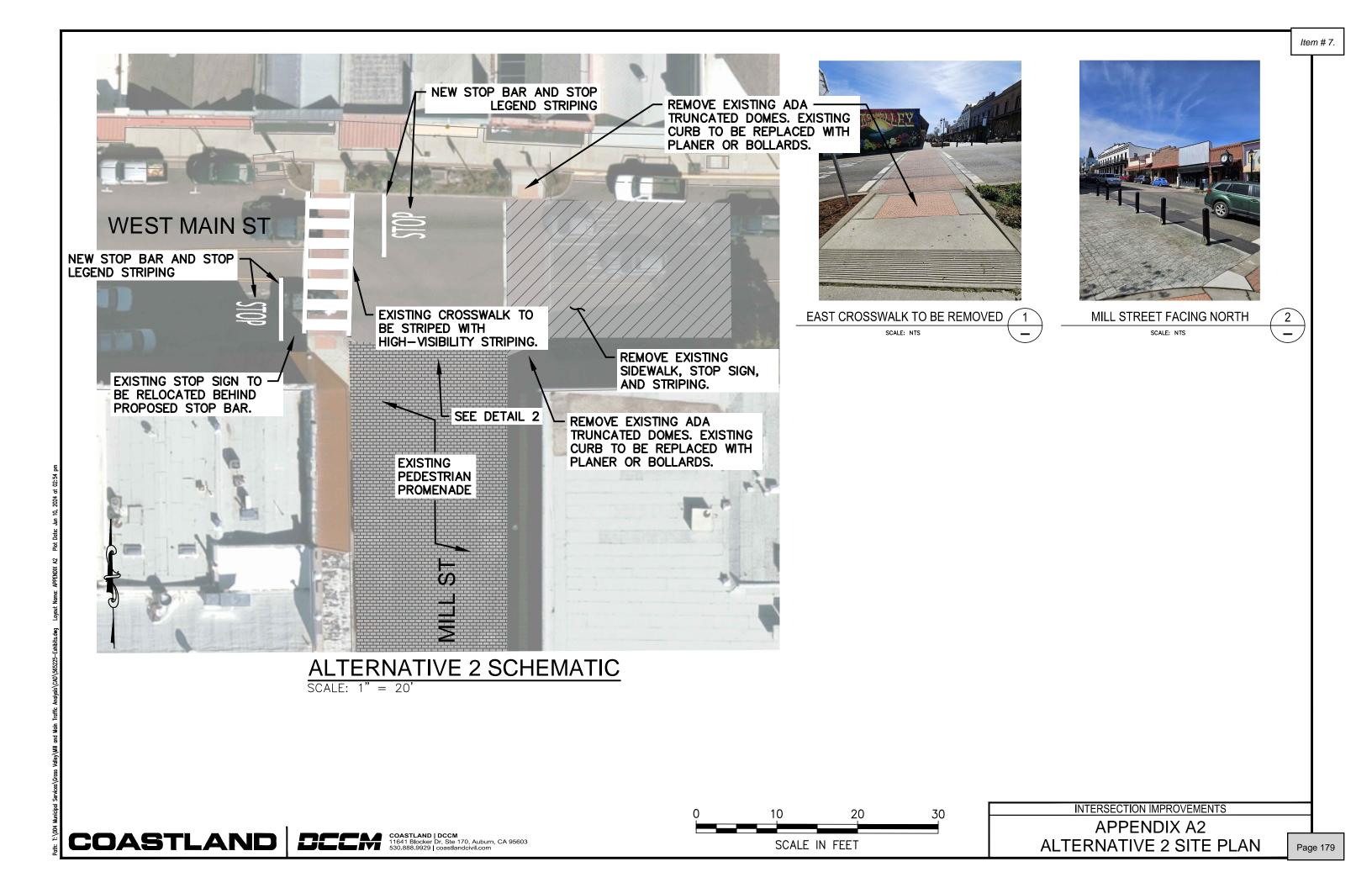
A1. Existing Site Plan

A2. Alternative 2 Site Plan









#### Appendix B: Main and South Auburn Street Maps

Source: Google Maps; Site Photos

Figures:

B1. Aerial Map

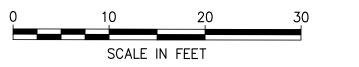
B2. Alternative 1 Site Plan

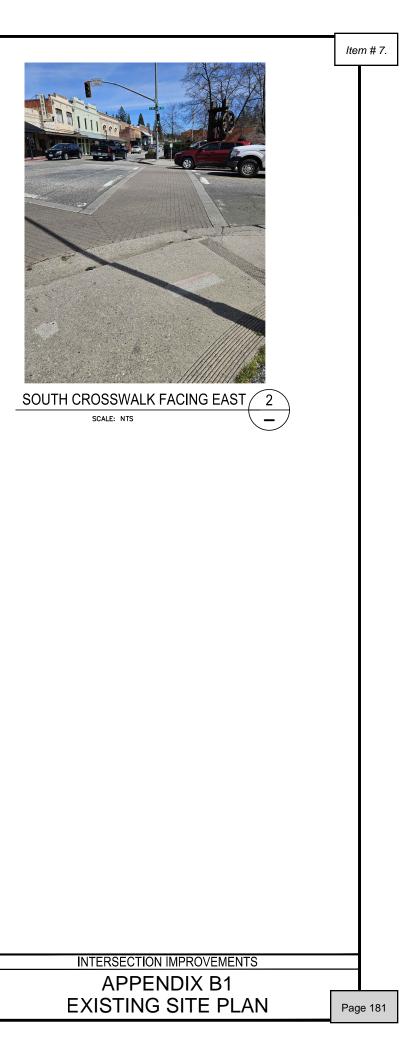


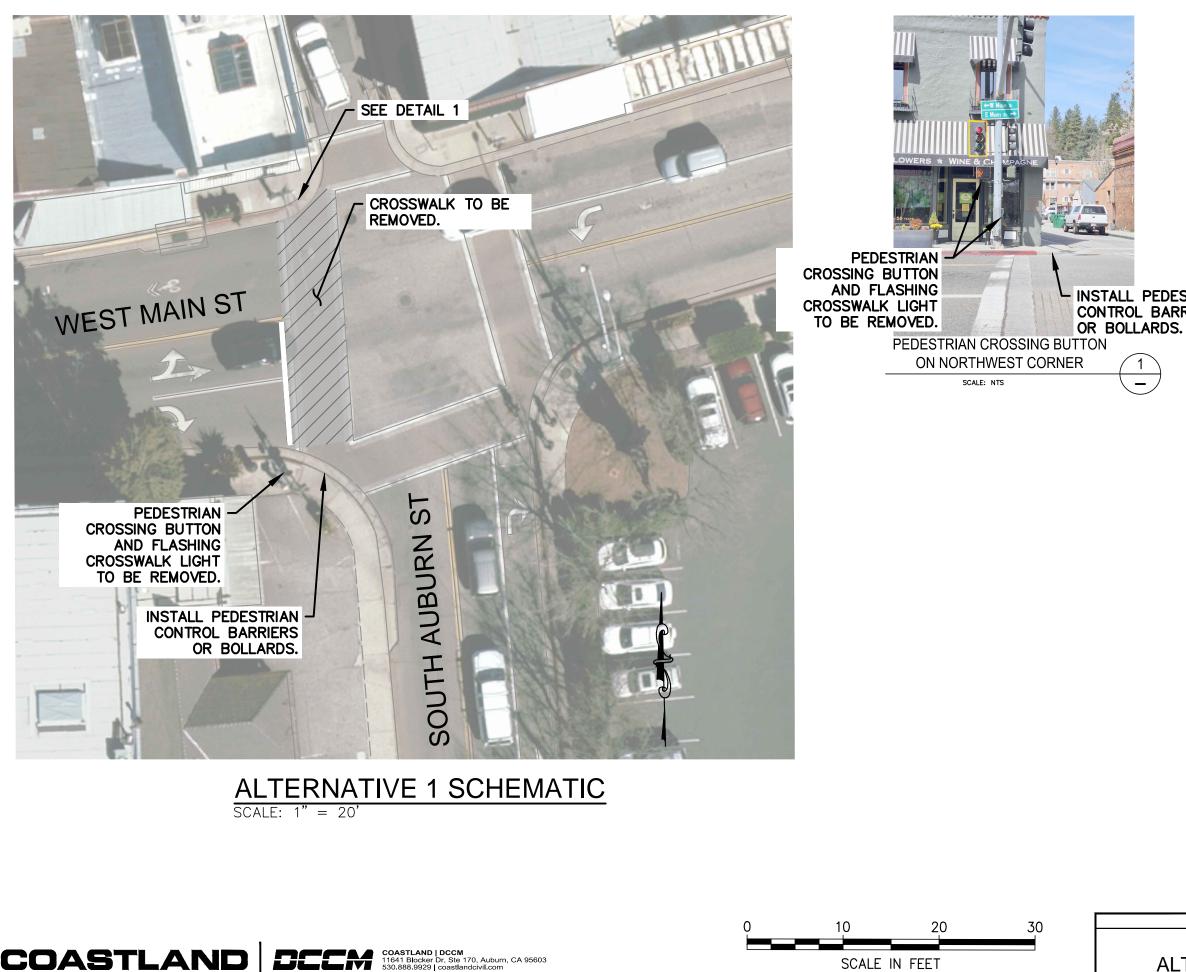




WEST CROSSWALK FACING SOUTH 3 scale: NTS -







COASTLAND | DCCM 11641 Blocker Dr, Ste 170, Auburn, CA 95603 30.888.9929 | coastlandcivil.com

ltem # 7.

# INSTALL PEDESTRIAN CONTROL BARRIERS

INTERSECTION IMPROVEMENTS **APPENDIX B2** ALTERNATIVE 1 SITE PLAN

SCALE IN FEET

Page 182

# Appendix C: Traffic Incident Data

Source: Grass Valley Police Department



# GRASS VALLEY POLICE DEPARTMENT 129 S. AUBURN ST GRASS VALLEY, CA 95945

(530) 477-4600

CALLS FOR SERVICE INFORMATION

CFS	EVENT	DETAIL

Item # 7.

CAD EVENT NUMBER 2103180123

CALL TYPE

TA

AGENCY CAD EVENT NUMBER CASE NUMBER AGENCY NUMBER DATE AND TIME CALL TYPE CALL TYPE EXPLAINED FINAL CALL TYPE 2103180123 TRAFFIC ACCIDENT GVPD G2100734 03/18/2021 13:53 TA RESPONSE ZONE **RESPONSE AREA** APT/SUITE/BOX WE MAIN ST/MILL ST GV 21 21 LOCATION COMMENT CALL SOURCE W COMMENTS **RP IN THE LOBBY REF COLD 20002** -----[CAD3/3675 03/18/21 14:31:21] ISSUED CASE# G2100734 FOR AGENCY GVPD by UNIT 4Z15 AREA CODE REPORTING PARTY PHONE NUMBER REPORTING ADDRESS PRIMARY UNIT DISPOSTION DISPOSITION COMMENTS 4Z15 RPT CONTACT MADE W/ OT PARTY INV, INFO EXCHANGE FACILITATED E-911 DISPATCH ARRIVED CLEARED CLOSED 00:00:00 13:56:16 14:33:01 14:33:01 **UNITS STATUS RECORDSxxx** DISPO UNIT STATUS LOCATION TIME COMMENT WE MAIN ST/MILL ST 3/18/2021 1:56:16 PM 4Z15 D -----

CASE NUM	BERS				
	RP				
UNIT	REASON			NAME ( OR DL)	DOB
LINKED NA	MES				
3/18/2021 2:	33:01 PM	4Z15	С	CLEARED BY MOBILE	RPT
3/18/2021 2:3	31:21 PM	4Z15	RL	CASE# G2100734 FOR AGENCY GVPD	
3/18/2021 2:0	06:33 PM	4Z15	6		

CASE NUMBER	AGENCY	UNIT	
G2100734	GVPD	4Z15	



CES	EV	ENT	DET	IIA'
		International Contractions of the second sec		

Item # 7.

CAD EVENT NUMBER

2111140148 CALL TYPE

TA

#### CALLS FOR SERVICE INFORMATION AGENCY CAD EVENT NUMBER CASE NUMBER DATE AND TIME CALL TYPE EXPLAINED AGENCY NUMBER CALL TYPE FINAL CALL TYPE TRAFFIC ACCIDENT 20002 2111140148 G2102927 TA **GVPD** 11/14/2021 20:39 LOCATION APT/SUITE/BOX CIT RESPONSE ZONE **RESPONSE AREA** WE MAIN ST/MILL ST GV 21 21 CALL SOURCE LOCATION COMMENT P COMMENTS 20002 VC/ RP JUST WITNESSED A HIT AND RUN. SU VEH DESC AS A BLK OR DLK BLU TESLA SEDAN HIT A PARKED RED TOYT RAV4. RP ADV MINOR DAMAGE. TESLA WAS LS UP MAIN ST, LEFT ON ALTA ST. RP NOT INVL AND IS STILL ON SCENE. -----[CAD4/4051 11/14/21 21:03:04] ISSUED CASE# G2102927 FOR AGENCY GVPD by UNIT 4015 REPORTING PARTY AREA CODE PHONE NUMBER REPORTING ADDRESS PRIMARY UNIT DISPOSTION DISPOSITION COMMENTS 4015 RPT CLEARED E-911 DISPATCH 20:40:43 20:45:51 21:03:17 21:03:17 UNITS STATUS RECORDSxxx TIME UNIT STATUS COMMENT LOCATION DISPO 11/14/2021 8:40:43 PM WE MAIN ST/MILL ST 4015 D 11/14/2021 8:40:48 PM 4015 RL ADVISED 11/14/2021 8:45:51 PM 4015 WE MAIN ST/MILL ST Α 11/14/2021 8:47:25 PM 4019 Α WE MAIN ST/MILL ST 11/14/2021 8:56:04 PM 4015 C4 C4 11/14/2021 8:56:06 PM 4019 CASE# G2102927 FOR 11/14/2021 9:03:04 PM 4015 RL AGENCY GVPD 11/14/2021 9:03:13 PM 4019 С **CLEARED BY CAD4** AST С RPT 11/14/2021 9:03:17 PM 4015 **CLEARED BY CAD4** LINKED NAMES UNIT REASON NAME (OR DL) DOB

G210292	27	GVPD	4015						
CASE NUM	IBER	AGENCY	UNIT						
CASE N	UMBERS								
	IP				CA	ΤΟΥΤ	2021	/RED/	
UNIT	REASON			LICENSE NO.	ST	MAKE	YEAR	COLOR	
LINKED	VEHICLE	S							
	F	RP							



# GRASS VALLEY POLICE DEPARTMENT 129 S. AUBURN ST GRASS VALLEY, CA 95945

(530) 477-4600

CFS EVENT DET	AII	
---------------	-----	--

CAD EVENT NUMBER 2207220233

TA

CALLS FOR SERVICE INFORMATION AGENCY CAD EVENT NUMBER CASE NUMBER AGENCY NUMBER DATE AND TIME CALL TYPE CALL TYPE EXPLAINED FINAL CALL TYPE 2207220233 G2201868 07/22/2022 18:06 TA TRAFFIC ACCIDENT 1182 GVPD RESPONSE ZONE **RESPONSE AREA** APT/SUITE/BOX CITY WE MAIN ST/MILL ST GV 21 21 CALL SOURCE LOCATION COMMENT Ρ COMMENTS 1182, DATSUN PICKUP AND HONDA CRV, VEH PULLED INTO BANK OF AMERICA LOT, BUT REQ REPORT -----[CAD1/4051 07/22/22 18:25:55] ISSUED CASE# G2201868 FOR AGENCY GVPD by UNIT 401 REPORTING PARTY AREA CODE PHONE NUMBER CHRIS MCBRIDE REPORTING ADDRESS PRIMARY UNIT DISPOSTION **DISPOSITION COMMENTS** 401 RPT DISPATCH ARRIVED CLEARED CLOSED E-911 18:07:02 18:13:50 18:29:22 18:29:22 UNITS STATUS RECORDSxxx TIME UNIT STATUS LOCATION DISPO COMMENT 7/22/2022 6:07:02 PM 401 D WE MAIN ST/MILL ST 7/22/2022 6:13:50 PM 401 A WE MAIN ST/MILL ST 7/22/2022 6:15:31 PM 401 QV 7/22/2022 6:15:56 PM 401 QV CASE# G2201868 FOR 7/22/2022 6:25:55 PM 401 RL AGENCY GVPD 7/22/2022 6:29:22 PM 401 С **CLEARED BY CAD1** RPT LINKED NAMES DOB UNIT REASON NAME ( OR DL) RP LINKED VEHICLES UNIT REASON LICENSE NO. ST MAKE COLOR YEAR CA 401 IP HOND 2011 1 401 IP MT DATS 1968 /ORG/ CASE NUMBERS

 CASE NUMBER
 AGENCY
 UNIT

 G2201868
 GVPD
 401

ltem # 7.



# GRASS VALLEY POLICE DEPARTMENT 129 S. AUBURN ST GRASS VALLEY, CA 95945

(530) 477-4600

CFS EVENT DETAIL

CAD EVENT NUMBER 2209110132

CALL TYPE

CALLS FOR SERVICE INFORMATION CALL TYPE EXPLAINED AGENCY CAD EVENT NUMBER CASE NUMBER AGENCY NUMBER DATE AND TIME CALL TYPE FINAL CALL TYPE **GVPD** 2209110132 G2202343 09/11/2022 18:36 TA TRAFFIC ACCIDENT ALL LOCATION CIT RESPONSE ZONE RESPONSE AREA WE MAIN ST/MILL ST GV 21 21 LOCATION COMMENT CALL SOURCE E COMMENTS 911 VEH VS TRAFFIC LIGHT WITH INJURY/ XFER TO CALFIRE PICKUP LIC: ------[MERGED CAD13/4132 09/11/2022 18:37:50] MERGED 2209110131 TYPE: TA LOCATION: 108 W MAIN ST **NEVADA CLUB** RP: PHONE: 18:37:28] ONE VEH HAS A PREGNANT XRAY, XREF TO CALFIRE ALSO. REPORTING ONE VEHICLE RAN A RED LIGHT, STRUCK CALLERS VEHICLE. -----[CAD14/4106 09/11/22 18:44:54] TOW ASSIGNED-GOLD COUNTRY TOW, 1025 IDAHO MARYLAND DR, GRASS VALLEY, 5309555653, -----[CAD14/4106 09/11/22 18:45:06] **1039 GOLD COUNTRY FOR HOND PICKUP** -----[CAD14/4106 09/11/22 18:46:14] **1021 TO KILROYS NEG ANSWER** -----[CAD14/4106 09/11/22 18:47:08] 1039 MMM NOT AVAIL -----[CAD14/4106 09/11/22 18:47:39] **1039 ADVANCED NOT AVAIL** -----[CAD14/4106 09/11/22 18:47:51] CORRECTION ADVANCED GOES STRAIGHT TO VM -----[CAD14/4106 09/11/22 18:48:26] ISSUED CASE# G2202343 FOR AGENCY GVPD by UNIT 4K19 -----[CAD14/4106 09/11/22 18:48:42] TOW ASSIGNED-GOLD COUNTRY TOW, 1025 IDAHO MARYLAND DR, GRASS VALLEY, 5309555653, -----[CAD14/4106 09/11/22 18:48:51] **1039 GOLD COUNTRY FOR CHEVY** -----[CAD11/3980 09/11/22 19:43:54] RIDGELINE FCN/3702225403104 -----[CAD11/3980 09/11/22 20:08:13] CHEVY FCN/3702225403137 PHONE NUMBER REPORTING PARTY AREA CODE REPORTING ADDRESS PRIMARY LINIT DISPOSITION COMMENTS 4K19 RPT ARRIVED E-911 DISPATCH 18:37:18 18:39:02 19:16:28 19:16:28

#### UNITS STATUS RECORDSXXX

TIME	UNIT	STATUS	COMMENT	LOCATION	DISPO
9/11/2022 6:37:18 PM	4022	D		WE MAIN ST/MILL ST	
9/11/2022 6:37:22 PM	4022	ED			
9/11/2022 6:37:42 PM	4K19	D		WE MAIN ST/MILL ST	
9/11/2022 6:37:59 PM	4K19	C3	FROM HUGHES	WE MAIN ST/MILL ST	
9/11/2022 6:38:09 PM	4K19	C3	SET PRIMARY/COMMAND BY OPERATOR		
9/11/2022 6:38:15 PM	451	D		WE MAIN ST/MILL ST	
9/11/2022 6:38:26 PM	4S1	ED			
9/11/2022 6:38:41 PM	4K19	QV			
9/11/2022 6:39:02 PM	4022	А		WE MAIN ST/MILL ST	
9/11/2022 6:39:23 PM	4022	RL	2 VEH		

CFS EVENT DETAIL		GRA	ASS VALLEY POLICE D	EPARTM	ENT	CAD EVENT NU 220911013			Item # 3
9/11/2022 6:40:10 PM	4K19	А			WE MAIN ST/	WILL ST			
)/11/2022 6:40:47 PM	4022	QP							
0/11/2022 6:40:53 PM	4022	RL	MED 97						
)/11/2022 6:41:46 PM	4022	QV							
)/11/2022 6:42:21 PM	4022	QP							
)/11/2022 6:42:57 PM	4S1	Α			WE MAIN ST/	VILL ST			
0/11/2022 6:43:30 PM	4S1	RL	1185 FOR HONDA PIC BLKING EXPIDITE	KUP					
9/11/2022 6:43:49 PM	4S1	RL	SECOND 1185 W FLA	TBET					
/11/2022 6:47:17 PM	4022	RL	HONDA DRIVER BEIN	G					
/11/2022 6:48:26 PM	4K19	RL	XPORTED BY MED CASE# G2202343 FOF AGENCY GVPD	2					
/11/2022 6:49:34 PM	4S1	C4							
/11/2022 6:49:36 PM	4022	C4							
)/11/2022 6:49:39 PM	4K19	C4							
)/11/2022 6:55:48 PM	4K19	QP							
/11/2022 6:56:21 PM	4K19	QP							
/11/2022 7:12:02 PM	4022	RL	TOWS 97						
/11/2022 7:16:06 PM	4K19	RL	BOTH VEHS ON THE	HOOK					
/11/2022 7:16:12 PM	4S1	С	CLEARED BY CAD13					AST	
/11/2022 7:16:16 PM	4022	С	CLEARED BY CAD13					AST	
/11/2022 7:16:28 PM	4K19	С	CLEARED BY CAD13					RPT	
INKED NAMES									
NIT REASON			NAME ( OR DL)					DOB	
O22 QP									
K19 QP									
INKED VEHICLES									
NIT REASON			LICENSE NO.	ST	MAKE		YEAR	COLOR	
K19 IP				CA	HOND		2021	1	
022 IP				CA	CHEV		2002	1	
ASE NUMBER AGEN	CY	UNIT							



C	EC	EV	ENT	DET	11 /
U U	FO.	C V	EN L	DEI	AIL

CAD EVENT NUMBER 2301090201 CALL TYPE

CALL TY

CALLS FOR SERVICE INFORMATION CAD EVENT NUMBER CASE NUMBER FINAL CALL TYPE AGENCY NUMBER DATE AND TIME CALL TYPE EXPLAINED AGENCY CALL TYPE GVPD 2301090201 G2300064 01/09/2023 17:25 TA TRAFFIC ACCIDENT 555 **RESPONSE ZONE** RESPONSE AREA LOCATION APT/SUITE/BOX CITY WE MAIN ST/MILL ST GV 21 21 LOCATION COMMENT CALL SOURCE P PARKED NEAR BOOKSTORE COMMENTS RP RPTG 20002 WHILE HE WAS EATING DINNER. SUBJ LEFT PAPER WITH NAME AND NUMBER. REQ RPT. RPS VEH IS A RED 2018 JEEP **GRAND CHEROKEE.** -----[CAD12/4074 01/09/23 17:37:18] ISSUED CASE# G2300064 FOR AGENCY GVPD by UNIT 4024 REPORTING PARTY AREA CODE PHONE NUMBER REPORTING ADDRESS PRIMARY UNIT DISPOSTION DISPOSITION COMMENTS RPT 4024 E-911 DISPATCH ARRIVED CLEARED CLOSED 17:25:52 17:29:30 18:05:14 18:05:14 UNITS STATUS RECORDSxxx TIME UNIT STATUS COMMENT LOCATION DISPO 1/9/2023 5:25:52 PM 4024 D WE MAIN ST/MILL ST 1/9/2023 5:26:10 PM 4024 Е 1/9/2023 5:29:30 PM 4024 Α WE MAIN STIMUL ST

1/9/2023 5:29:30 PW	4024	A		WE WAIN STAMLE ST	
1/9/2023 5:33:13 PM	4024	QP			
1/9/2023 5:36:24 PM	4024	QP			
1/9/2023 5:37:15 PM	4024	C4			
1/9/2023 5:37:18 PM	4024	RL	CASE# G2300064 FOR AGENCY GVPD		
1/9/2023 5:58:18 PM	4024	QV			
1/9/2023 6:05:14 PM	4024	C	CLEARED BY CAD12		RPT

### LINKED NAMES

UNIT		REASON	NA	ME ( OR DL)				DOB
		RP						
4024		SU						
LINKE	D VEHICL	ES						
UNIT	REASON			LICENSE NO.	ST	MAKE	YEAR	COLOR
	IP				CA	JEEP	2018	1
4024	IP				OR			1
CASE	NUMBERS	6						
CASE NUI	MBER	AGENCY	UNIT					
G23000	64	GVPD	4024					



**CFS EVENT DETAIL** 

ltem # 7.

CAD EVENT NUMBER 2309140091 CALL TYPE

TA

AGENCY	CAD EVENT NUMBER	CASE NUMBER	AGENCY NUMBER	DATE AND TIME	CALL TYPE	CALL TYPE EXPLAINED		FINAL CALL TYPE
GVPD	2309140091	1		09/14/2023 12:48	TA	TRAFFIC ACCIDE		
LOCATION				APT/SUITE/BOX	CITY		RESPONSE ZONE	RESPONSE AREA
	N ST/MILL ST				GV		21	21
CALL SOUR	CE LOCATION COMME	ENT						
P								
OMMENTS								
<b>VP RPT'</b>	<b>G SHE WITNESSE</b>	ED A 20002 AM	D TOOK PICTL	JRES OF THE PLT O	F THE SUSP	VEH.		
	[CAD	14/4129 09/1	4/23 12:51:031					
SLISP VI				PARKED	IN SO AURU	IRN ST PLOT		
	EHICLE IS A BLAC	K FORD TRU	CK CA PLATES	PARKED	IN SO AUBU	IRN ST PLOT		
	EHICLE IS A BLAC	CK FORD TRU	CK CA PLATES 4/23 12:51:51]			IRN ST PLOT		
RP ADV	EHICLE IS A BLAC	CK FORD TRU 14/4129 09/14 CLE IS ON W	CK CA PLATES 4/23 12:51:51] E MAIN ST, UNF	WHERE THE OWN		IRN ST PLOT		
RP ADV	EHICLE IS A BLAC [CAD THE VICTIM VEHI [CAD	CLE IS ON W 14/4129 09/14 CLE IS ON W 14/4129 09/14	CK CA PLATES 4/23 12:51:51] E MAIN ST, UNP 4/23 12:54:09]	WHERE THE OWN		IRN ST PLOT		
RP ADV	EHICLE IS A BLAC	CLE IS ON W 14/4129 09/14 CLE IS ON W 14/4129 09/14	CK CA PLATES 4/23 12:51:51] E MAIN ST, UNP 4/23 12:54:09]	WHERE THE OWN		IRN ST PLOT		
RP ADV	EHICLE IS A BLAC [CAD THE VICTIM VEHI [CAD VEHICLE IS A ME	CLE IS ON W 14/4129 09/14 CLE IS ON W 14/4129 09/14	CK CA PLATES 4/23 12:51:51] E MAIN ST, UNP 4/23 12:54:09]	WHERE THE OWN		IRN ST PLOT	AREA CODE	PHONE NUMBER
RP ADV	EHICLE IS A BLAC [CAD THE VICTIM VEHI [CAD VEHICLE IS A ME	CLE IS ON W 14/4129 09/14 CLE IS ON W 14/4129 09/14	CK CA PLATES 4/23 12:51:51] E MAIN ST, UNP 4/23 12:54:09]	WHERE THE OWN		IRN ST PLOT	ARÉA CODE	PHONE NUMBER
	EHICLE IS A BLAC THE VICTIM VEHI CHICLE IS A MEI	CLE IS ON W 14/4129 09/14 CLE IS ON W 14/4129 09/14	CK CA PLATES 4/23 12:51:51] E MAIN ST, UNP 4/23 12:54:09]	WHERE THE OWN		IRN ST PLOT	AREA CODE	PHONE NUMBER
	EHICLE IS A BLAC THE VICTIM VEHI CHICLE IS A MEI	CLE IS ON W 14/4129 09/14 CLE IS ON W 14/4129 09/14	CK CA PLATES 4/23 12:51:51] E MAIN ST, UNP 4/23 12:54:09]	WHERE THE OWN		IRN ST PLOT	AREA CODE	PHONE NUMBER
	EHICLE IS A BLAC THE VICTIM VEHI VEHICLE IS A MEI VEHICLE IS A MEI S PARTY S ADDRESS	CLE IS ON W 14/4129 09/14 CLE IS ON W 14/4129 09/14	CK CA PLATES 4/23 12:51:51] E MAIN ST, UNH 4/23 12:54:09] H SIGNIFICANT	WHERE THE OWN		IRN ST PLOT	AREA CODE	PHONE NUMBER
RP ADV	EHICLE IS A BLAC THE VICTIM VEHI VEHICLE IS A MEI VEHICLE IS A MEI S PARTY S ADDRESS	CK FORD TRU 14/4129 09/1/ CLE IS ON W 14/4129 09/1/ RCADES WITI	CK CA PLATES 4/23 12:51:51] E MAIN ST, UNP 4/23 12:54:09] H SIGNIFICANT	WHERE THE OWN	ER IS AT	IRN ST PLOT	AREA CODE	PHONE NUMBER
RP ADV	EHICLE IS A BLAC THE VICTIM VEHI VEHICLE IS A MEI S PARTY S ADDRESS NIT DISPOSTION	CK FORD TRU 14/4129 09/1/ CLE IS ON W 14/4129 09/1/ RCADES WITI	CK CA PLATES 4/23 12:51:51] E MAIN ST, UNP 4/23 12:54:09] H SIGNIFICANT	WHERE THE OWN	ER IS AT	IRN ST PLOT	AREA CODE	PHONE NUMBER

#### UNITS STATUS RECORDSxxx

TIME	UNIT	STATUS	COMMENT	LOCATION	DISPO
9/14/2023 12:53:32 PM	401	D		WE MAIN ST/MILL ST	
9/14/2023 12:53:51 PM	401	F	FREED BY CAD11		
9/14/2023 12:53:55 PM	4Z15	D		WE MAIN ST/MILL ST	
9/14/2023 12:54:01 PM	4Z15	E			
9/14/2023 12:58:14 PM	4Z15	А		WE MAIN ST/MILL ST	
9/14/2023 1:03:39 PM	4Z15	C4			
9/14/2023 1:07:18 PM	4Z15	QP			
9/14/2023 1:30:30 PM	4Z15	С	CLEARED BY MOBILE		CBC

#### LINKED NAMES

UNIT	REASON	NAME ( OR DL)				DOB	
- 24	RP						
4Z15	IP						
LINKE	DVEHICLES						
UNIT	REASON	LICENSE NO.	ST	MAKE	YEAR	COLOR	
	SU		CA	FORD	2012	/BLK/	
			CA	FORD	2012	/BLK/	



01	-0		/ CON	17	DI		AL	1
	- 3	ΕV	'EN		UI	<b>E I</b> /	AI	L.,

Item # 7.

CAD EVENT NUMBER 2309250170

CALL TYPE

TA

CALLS FOR SERVICE INFORMATION AGENCY CAD EVENT NUMBER CASE NUMBER AGENCY NUMBER DATE AND TIME CALL TYPE CALL TYPE EXPLAINED FINAL CALL TYPE 09/25/2023 15:18 GVPD 2309250170 TA TRAFFIC ACCIDENT NC RESPONSE ZONE **RESPONSE AREA** LOCATION APT/SUITE/BOX CITY WE MAIN ST/MILL ST GV 21 21 CALL SOURCE | LOCATION COMMENT Ε COMMENTS 911 CALLER REPORTS 11-82 DK GRN TOYT TUNDRA AND BLK TOYT 4D. RP WILL PULL OVER AND STOP BLOCKING. PHONE NUMBER REPORTING PARTY AREA CODE REPORTING ADDRESS PRIMARY UNIT DISPOSTION **DISPOSITION COMMENTS** 4K14 CBC **INFO EXCHANGE** CLEARED CLOSED E-911 DISPATCH ARRIVED 15:22:43 15:31:22 15:43:13 15:43:13

#### **UNITS STATUS RECORDSxxx**

TIME	UNIT	STATUS	COMMENT	LOCATION	DISPO
9/25/2023 3:22:43 PM	4K14	D		WE MAIN ST/MILL ST	
9/25/2023 3:26:50 PM	4K14	RL	COPIES		
9/25/2023 3:31:22 PM	4K14	Α		WE MAIN ST/MILL ST	
9/25/2023 3:36:27 PM	4K14	QV			
9/25/2023 3:36:35 PM	4K14	QV			
9/25/2023 3:36:43 PM	4K14	QP			
9/25/2023 3:36:51 PM	4K14	QP			
9/25/2023 3:37:15 PM	4K14	QP			
9/25/2023 3:38:19 PM	4K14	QP			
9/25/2023 3:40:41 PM	4K14	C4			
9/25/2023 3:43:13 PM	4K14	С	CLEARED BY CAD11		CBC

#### LINKED NAMES

UNIT	REASON	NAME ( OR DL)				DOB	
4K14	DR						
4K14	DR						
LINKE	D VEHICLES						
UNIT	REASON	LICENSE NO.	ST	MAKE	YEAR	COLOR	
4K14	IP		CA	TOYT	2007	1	

CA

TOYT

2017



CFS	EVEN <sup>®</sup>	<b>I DET</b>	AIL
	Same W. Same H. W.		/ 1 mm

ltem # 7.

CAD EVENT NUMBER 2309280030 CALL TYPE

TRF

AGENCY	CAD EVENT NUMBER 2309280030	CASE NUMBER G2302284	AGENCY NUMBER	DATE AND TI 09/28/202		CALL TYPE	CALL TYPE EXPLAINED	RKING SPEED	FINAL CALL TYPE
OCATION	2309200030	G2302204			T/SUITE/BOX	CITY		RESPONSE ZONE	RESPONSE AREA
	N ST/MILL ST				130ITE/BOX	GV		21	21
ALL SOUF		ENT							
>									
OMMENTS	6								
	NON INJURY TC,			ING TRAF	FIC				
	[CA[								
	ES INVOVLED AR			A	ND AN OLD	ER LINCOL	N:		
	[CA[								
	CASE# G2302284	FOR AGENC	Y GVPD by UN	T 4Z15					
EPORTING	SPARTY							AREA CODE	PHONE NUMBER
REPORTING	GADDRESS								
PRIMARY U	NIT DISPOSTION	DISPOSITION	COMMENTS						
Z15	RPT								
E-911	DISPATCH	ARRIVED	CLEARED	CLOSED					
	08:29:42	08:33:52	09:04:56	09:04:5	56				
INITS S	STATUS RECOR	DSxxx							
IME		UNIT S	TATUS COMME	NT		LOCATIO	N	DISPO	)
/28/202	3 8:29:42 AM	4013 D				WE MA	IN ST/MILL ST		
/28/202	3 8:33:49 AM	4Z15 D				WE MA	IN ST/MILL ST		
100/000	0.00.00 AM	4745				14/12 22 4	IN CTABLE CT		
128/202	3 8:33:52 AM	4Z15 A					IN ST/MILL ST		

4Z15	Α	SET PRIMARY/COMMAND BY OPERATOR	
4013	С	CLEARED BY CAD12	
4Z15	RL	CASE# G2302284 FOR AGENCY GVPD	
4Z15	C4		
4Z15	С	CLEARED BY MOBILE	RPT
	4013 4Z15 4Z15	4013 C 4Z15 RL 4Z15 C4	OPERATOR 4013 C CLEARED BY CAD12 4Z15 RL CASE# G2302284 FOR AGENCY GVPD 4Z15 C4

#### LINKED NAMES

UNIT		REASON	NA	AME ( OR DL)				DOB
		RP						
LINKE	D VEHICL	ES						
UNIT	REASON			LICENSE NO.	ST	MAKE	YEAR	COLOR
	IN				CA	CHEV	2021	1
	IN				CA	LINC	2000	Γ
CASE	NUMBERS	S						
CASE NU	JMBER	AGENCY	UNIT					
G2302	284	GVPD	4Z15					



C	FS	SE	V	EI	N.	ΤI	D	Ε.	Г	A	L	

CAD EVENT NUMBER 2009130177 CALL TYPE

TRF

CALLS FO	R SERVICE I	NFORMA	TION							
	09130177	CASE NUMBE	R AGEN	ICY NUMBER	DATE ANI 09/13/2	D TIME 2020 20:49	CALL TYPE	CALL TYPE EXPLAINED	RKING, SPEED,	FINAL CALL TYPE
LOCATION MILL ST/WE	MAIN ST					APT/SUITE/BOX	CITY GV		RESPONSE ZONE	RESPONSE AREA
CALL SOURCE P COMMENTS	LOCATION COMM	ENT								
CHP TRAN/	RP ADV FOLL ON CB, MES			SS 23152-	VEH RA	N 4 STOP SI	GNS AND AI	MOST HIT A FEMAL	E. RP DISCONN	ECTED AT
REPORTING PAR	ΤΥ								AREA CODE	PHONE NUMBER
REPORTING ADD	RESS									
PRIMARY UNIT		DISPOSITIO	ON COMMEN	ITS						
E-911	DISPATCH 20:51:00	ARRIVED 20:51:0		EARED	CLOSE 20:5					
UNITS STA	TUS RECOR	DSxxx				area.a				
TIME		UNIT	STATUS	COMMEN	١T		LOCATIO	DN	DISPO	1
9/13/2020 8:	51:00 PM	4017	D				MILL S	T/WE MAIN ST		
9/13/2020 8:8	51:06 PM	4017	Α	AREA (	CHECK		MILL S	T/WE MAIN ST		
9/13/2020 8:5	56:08 PM	4017	С	CLEAR	ED BY	MOBILE			UTL	
LINKED NA	MES									
UNIT	REASON		1	NAME ( OR DL	-)					DOB

RP

ALEX



C	FS	EV	/EN	1 T I	DET	AIL
		line 1			- Inc. 1	A Bann

ltem # 7.

CAD EVENT NUMBER

2010110175 CALL TYPE

TRF

CALLS	FOR SERVICE	NFORMATIC	N				
AGENCY	CAD EVENT NUMBER	CASE NUMBER	AGENCY NUMBER	DATE AND TIME	CALL TYPE	CALL TYPE EXPLAINED	FINAL CALL TYPE
GVPD	2010110175			10/11/2020 17:26	TRF	TRAFFIC (DUI, PARKING,	SPEED,
LOCATION				APT/SUITE/BOX	CITY	RESPC	DNSE ZONE RESPONSE AREA
MILL ST	WE MAIN ST				GV	21	21
CALL SOUR	CE LOCATION COMM	ENT				· · · · · · · · · · · · · · · · · · ·	A
P							
OMMENTS							
11 RPT	G VEHS DOING E	URNOUTS					
**** EVE	INT CLOSED BY	CAD1 WITH C	OMMENT-PER	4K6			
FRONTING	DADW/					Listi	
REPORTING	PARTY					AREA	CODE PHONE NUMBER
EPORTING	ADDRESS						
PRIMARY UN	IT DISPOSTION		DOLUMENTO .				
RIMARY UP		DISPOSITION (	JOMMEN 15				
	HBD	PER 4K6	10151050	10:0050			
-911	DISPATCH	ARRIVED	CLEARED	CLOSED			
	00:00:00	00:00:00	00:00:00	17:29:41			
	NAMES		and same		and the states		shua una futo er Pre
JNIT	REASON		NAME ( OR D				DOB

RP

F



CF	SI	EVE	NT	DET	AIL
					2 60 mm

ltem # 7.

CAD EVENT NUMBER
2303110071
CALL TYPE

TRF

AGENCY CAD EVENT NUMBER CASE		CASE NUMBE	ER AGI				CALL TYPE		CALL TYPE EXPLAINED		
	303110071					023 11:33	TRF	TRAFFIC (DUI, P.	ARKING, SPEED,		
LOCATION	/E MAIN ST				1	APT/SUITE/BOX	CITY GV		RESPONSE ZONE	RESPONSE AREA	
CALL SOURCE P COMMENTS		ENT			_						
RP REQ 10	)-21 REF EVER [404] IMBER RINGS	MDT 03/11	/23 11:4	47]				. REQ 10-21 D BACK AND IT NO			
COMPLET	ED AS DIALED										
REPORTING PA	ARTY								AREA CODE	PHONE NUMBER	
REPORTING AD	DDRESS										
PRIMARY UNIT	DISPOSTION UTL	DISPOSITI	ON COMMI	ENTS							
E-911	DISPATCH 11:45:38	ARRIVED 00:00:0		CLEARED 11:47:48	CLOSEI 11:47						
UNITS ST	ATUS RECOR	DSxxx									
TIME		UNIT	STATU	S COMMEN	IT		LOCATIO	N	DISPC		
3/11/2023 11:45:38 AM		404	D				MILL S	T/WE MAIN ST			
3/11/2023 1	1:47:48 AM	404	С	CLEAR	CLEARED BY N				UTL	UTL	
INKED N	AMES										
JNIT	REASON			NAME ( OR DL	.)					DOB	
	RP										



CALLS FOR SERVICE INFORMATION

# GRASS VALLEY POLICE DEPARTMENT 129 S. AUBURN ST GRASS VALLEY, CA 95945 (530) 477-4600

CEC	CV/ENT	DETAIL
UL2	EVENI	DETAIL

ltem # 7.

CAD EVENT NUMBER
2306270081
CALL TYPE

TRF

AGENCY	CAD EVENT NUMBER	CASE NUMBER	AGENCY NUMBER	DATE AN	ID TIME	CALL TYPE	CALL TYPE EXPLAINED		FINAL CALL TYPE
GVPD	2306270081			06/27/	2023 11:26	TRF	TRAFFIC (DUI, PAP	RKING, SPEED,	
LOCATION		•			APT/SUITE/BOX	CITY		RESPONSE ZONE	RESPONSE AREA
MILL ST	WE MAIN ST					GV		21	21
CALL SOUR	CE LOCATION COMMI	ENT							
P									
COMMENTS									
							SWALK AND WATCH	FOR A BIT AS M	IANY PEOPLE
NEARLY	GET HIT DAILY F	ROM VEHIC	LES NOT STOP	PING, R	EQ 10-21 AS	WELL			
REPORTING	PARTY							AREA CODE	PHONE NUMBER
REPORTING	ADDRESS								
PRIMARY U	NIT DISPOSTION	DISPOSITION	COMMENTS						
402	CBC								
E-911	DISPATCH	ARRIVED	CLEARED	CLOS	ED				
	11:34:31	11:36:03	11:47:44	11:4	7:44				
UNITS S	STATUS RECOR	DSxxx							
TIME		UNIT	STATUS COMME	NT		LOCATIO	DN .	DISPO	}
				_					
6/27/2023	3 11:34:31 AM	402	D			MILL S	T/WE MAIN ST		
6/27/2023	3 11:36:03 AM	402	A			MILL S	T/WE MAIN ST		
6/27/2023	3 11:36:09 AM	402	C4						
6/27/2023	3 11:47:44 AM	402	C CLEAF	RED BY	MOBILE			CBC	

#### LINKED NAMES

UNIT

REASON

RP

NAME ( OR DL)

DOB



CFS	EVEN	T DET	AIL

CAD EVENT NUMBER 2105050218 CALL TYPE

TA

	05050218	CASE NUMB	ER AG	ENCY NUMBER	DATE AND TIME 05/05/2021 19:34	CALL TYPE	CALL TYPE EXPLAINED	NT	FINAL CALL TYPE
LOCATION	05050210	1			APT/SUITE/BO		TRAFFIC ACCIDE	RESPONSE ZONE	RESPONSE ARE/
MILL ST/WI	MAIN ST					GV		21	21
CALL SOURCE	LOCATION COMMI	ENT					· · · · · · · · · · · · · · · · · · ·	1401	
P									
COMMENTS									
RP RPTG 1	-82 BTWN HI	AND AN	XRAY. F	RP STATES	NEG DAMAGE TO	/EH'S. XRAY	LEFT WITHOUT EXC	HANGING INSUF	RANCE
INFORMATI	ON. RP STATE	ES SMALL	415V H	APPENED.	JUST OCC'D A FE	V MINUTES.R	P ADV HE WANTS T	O COVER HIS B	ASIS. REQ 10-
REPORTING PAR	RTY							AREA CODE	PHONE NUMBER
REPORTING ADD	DRESS								
PRIMARY UNIT	DISPOSTION CBC	DISPOSITI	ON COMM	ENTS					
E-911	DISPATCH	ARRIVED CLEARED		CLOSED					
	19:39:14	00:00:0	0	20:19:52	20:19:52				
JNITS STA	TUS RECOR		STATU	S COMMEN	1T	LOCATIO	NI	DISPC	
		OIIII	01/410	o oommei		EGONTIG			, 
5/5/2021 7:3	9:14 PM	4K9	D			MILL S	T/WE MAIN ST		
	4:34 PM	4K9	UU						
	5/5/2021 0.04.34 PM								
/5/2021 8:0				CLEAR	ED BY MOBILE			CBC	
5/5/2021 8:0	9:52 PM	4K9	С						
5/5/2021 8:0 5/5/2021 8:1		4K9	С						
5/5/2021 8:0 5/5/2021 8:1 LINKED NA		4K9	С	NAME ( OR DI					DOB

┢═



# City of Grass Valley City Council Agenda Action Sheet

<u>Title</u>: Approve a portion of the Measure B expenditures and the associated initial Expenditure Plan for Fiscal Year 2024/25.

**<u>CEQA:</u>** Not a Project.

<u>Recommendation</u>: That Council 1) review the proposed initial expenditure plan confirmed by the Citizen Oversite Committee for Measure B; 2) approve the expenditure plan; 3) approve any necessary budget transfers or amendments to the Fiscal Year 2024/25 Budget to implement the approved portion of the Expenditure Plan funding; 4) authorize the City Manager to move forward with implementing the proposed expenditure plan in accordance with City requirements.

Prepared by: Timothy M. Kiser, City Manager

Council Meeting Date: August 22, 2024

Date Prepared: August 19, 2024

Agenda: Administrative

**Background Information:** On October 24, 2023, the Grass Valley City Council unanimously passed Resolution No. 2023-62 and Ordinance 826, initiating a pivotal decision for the community. The resolution called for a March 5, 2024 election, where citizens would vote on a 3/8 percent general sales tax (transactions and use tax) measure aimed at enhancing Fire Resiliency and Vegetation Management.

In accordance with Ordinance 826, the Grass Valley City Council adopted a detailed plan outlining the allocation of proceeds from the proposed tax, following a duly noticed public hearing.

On March 5<sup>th</sup>, the citizens of Grass Valley narrowly approved Measure B, and the City needs to continue to maintain our commitment to transparency and accountability reflecting the City Council's unwavering dedication to serving the best interests of the community as we have demonstrated with Measure E. Based on the State's determination, Measure B will take effect on October 1, 2024, resulting in the City receiving approximately 75% of the estimated annual revenue, or about \$2 million, for Fiscal Year 2024/25.

Staff recommends dividing the proposed expenditure plan into two phases for Fiscal Year 2024/25: approximately 60% of the anticipated revenue to be allocated now, and the remaining 40% after December 2024. This phased approach will allow staff to proceed with initial tasks while ensuring prudent management of tax revenues and aligning with revenue projections from the past fiscal year. Below is the proposed expenditure plan for the first 60%, or approximately \$1.2 million:

# 60% Expenditure Plan for Fiscal Year 2024/25

# 3/8 Percent (.00375) Sales Tax increase Based Upon Today \$'s

50%/50% Split between Resiliency and Vegetation Mitigation (\$2.75 Million+/- to be generated annually) For Fiscal Year 2024/25, Measure B will not start collecting tax until October 2024, thus the City estimates will receive approximately 75% of the total revenue or \$2 Million dollars. For the 60% Expenditure Plan, we are looking to allocate \$1.2 million of the \$2 million now, and staff will bring back the remaining 40% expenditure plan after December 2024.

- Resiliency 50% of \$2.00 M or \$1.0+/- M for Fiscal Year 2024/25
  - Priority R.1 (60%)- Move Closer to National Standards by increasing from two to three Firefighters per engine (\$564K) 1-Fire Fighter now and 6 -Fire Fighters in January 2025
  - Priority R.2 (60%) \$266K total to hire a consultant to implement a vegetation management/inspection program and pay for a portion of masticator operator salary.
  - TBD for (40% Expenditure Plan) Annual Fire Vegetation / Green Waste Pickup/Drop-off
- Vegetation Mitigation 50% of \$2.00 M or \$1.0+/- M for Fiscal Year 2024/25
  - Priority VM.1 (60%)- \$100K to start the environmental process for Fuel Reduction around the City.
  - TBD for (40% Expenditure Plan) Creating Grants for residences/ businesses for assistance in Fuel Reductions (Priority on hardships and low income)
  - Priority VM.2 (60%) \$70K evaluating for long-term green waste solutions (environmental review)

On August 19, 2024, the Citizen Oversight Committee for Measure B approved the proposed 60% Expenditure Plan. Staff will return to both the Citizen Oversight Committee and City Council for consideration and approval to allocate the remaining 40% of the expenditure around January 2025.

Resolution 2024-09 is attached for City Council information that formalized the expenditure plan for the March 5, 2024 election 3/8 percent (0.00375) general sales tax (transactions and use tax) measure for fire resiliency and vegetation management.

<u>Council Goals/Objectives</u>: This item executes portions of work tasks towards achieving/maintaining Strategic Plan Goals - High-Performance Government and Quality Service, and Public Safety.

**Fiscal Impact:** The Fiscal Impact will be fully funded through the revenues received from Measure B. Staff estimates the tax should collect approximately \$2.0 million in the first year.

Funds Available: Yes

Account #: N/A

Reviewed by: \_\_\_\_ City Manager

<u>Attachments</u>: Resolution 2024-09 - Measure B Expenditure Plan approved on 2/13/2024.

#### **RESOLUTION No. 2024-09**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY FORMALIZING EXPENDITURE PLAN FOR MARCH 5, 2024 ELECTION 3/8 PERCENT (0.00375) GENERAL SALES TAX (A TRANSACTIONS AND USE TAX) MEASURE FOR FIRE RESILIENCY AND VEGETATION MANAGEMENT

WHEREAS, on October 24th, 2023, the Grass Valley City Council unanimously passed Resolution No. 2023-62 placing a general transactions and use tax Ordinance No. 826 (the "Ordinance") on the ballot for voter approval at the March 5, 2024 election; and

WHEREAS, if approved by voters, the Ordinance will impose a general tax ("Tax"), the revenues from which can fund firefighting personnel, wildfire risk land management, other fire safety measures, or any other lawful purpose of the City; and

**WHEREAS**, the Ordinance requires the City Council, after a noticed public hearing, to adopt a plan to expend the proceeds of the tax imposed.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AS FOLLOWS:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Expenditure Plan.** That the City Council approves the expenditure plan outlined below, delineating the utilization of funds should the general sales tax of 0.375% (.00375) be ratified by Grass Valley residents during the upcoming March 5, 2024 Election in adherence to the provisions set forth in Ordinance 826.

## Expenditure Plan 3/8 Percent (.00375) Sales Tax increase

50%/50% Split between Resiliency and Vegetation Mitigation (\$2.55 Million+/- to be generated annually)

- Resiliency 50% of \$2.55 M or \$1.25+/- M Annually
  - Move Closer to National Standards by increasing from two to three Firefighters per engine (\$900K+/-)
  - \$250k to Operate a Veg. Management, Education& Inspection Program (up to 3 Personnel)
  - \$100K Annual Fire Vegetation / Green Waste Pickup/Drop-off
- Vegetation Mitigation \$1.3+/- M (Contracted Work and Grants)
  - \$1 M Fuel Reduction (140+/- Acres of Fuel Reduction around the City)
  - \$250k Creating Grants for residences/ businesses for assistance in Fuel Reductions (Priority on hardships and low income)
  - \$50k/yr. for long-term green waste solutions

3. Effective Date. This Resolution shall take effect immediately upon adoption.

4. **Certification.** The Grass Valley City Clerk shall attest to the passage and adoption of this Resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**ADOPTED** as a Resolution by the City Council of the City of Grass Valley at a regular meeting thereof held on the 13th day of February, 2024, by the following vote:

Councilmembers Branstrom, Ivy, Hodge, & Hayor Arbuckle AYES: Councilmembers: Nove NOES: Councilmembers: Casavelli, ABSENT: Councilmembers: Pove ABSTAIN: Jan Arbuckle, Mayor ATTEST: Taylor Day, City Clerk APPROVED AS TO FORM:

Michael G. Colantuono, City Attorney