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## GRASS VALLEY

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

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Tuesday, October 10, 2023 at 7:00 PM

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

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

E-Mail: [info@cityofgrassvalley.com](mailto:info@cityofgrassvalley.com)

Web Site: [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com)

## AGENDA

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

**Mayor Jan Arbuckle, Vice Mayor Hilary Hodge, Councilmember Bob Branstrom,  
Councilmember Haven Caravelli, Councilmember Tom Ivy**

## MEETING NOTICE

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

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

Members of the public are encouraged to submit public comments via voicemail at (530) 274-4390 and email to [public@cityofgrassvalley.com](mailto: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](http://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](http://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**

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

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

1. Approval of the Special Meeting Minutes of September 6, 2023.

**Recommendation:** Council approve minutes as submitted.

2. Approval of the Regular Meeting Minutes of September 26, 2023.

**Recommendation:** Council approve minutes as submitted.

3. Approval of the Special Meeting Minutes of October 3, 2023.

**Recommendation:** Council approve minutes as submitted.

4. Local Emergency Proclamation (Winter Storm of February 2023)

**CEQA:** Not a project

**Recommendation:** To continue the Winter Storm February 24th, 2023 to March 1st, 2023 proclamation declaring a Local State of Emergency

**5.** Local Emergency Proclamation (Drought Conditions)

**CEQA:** Not a Project.

**Recommendation:** Drought Conditions proclamation declaring a Local State of Emergency

**6.** Resolution to apply for CalRecycle grants including SB 1383 Local Assistance Grant Program

**CEQA:** Not a Project

**Recommendation:** Adopt resolution No. 2023-60, which includes the following action:1) Authorizes the City Manager to submit a SB 1383 Local Assistance Grant Program application and conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment request, which may be necessary for the completion of the Grant Scope.

**7.** Grass Valley Management & Supervisory Professional & Confidential Employees - Unit 1 - Memorandum of Understanding for July 1, 2023 - June 30, 2024

**CEQA:** Not a project

**Recommendation:** Adopt Resolution No. 2022-61 approving the Labor Memorandum of Understanding for a one-year period beginning July 1, 2023, through June 30, 2024, between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

**8.** Approval of Cost of Living Adjustment (COLA) and Executive Contract Appendix

**CEQA:** Not a project

**Recommendation:** That Council 1) approve the a 3% Cost of Living Adjustment for all Executive Contract Employees, an option to pay into State Disability Insurance (SDI), and an adjustment to the Police Chief, Fire Chief, Deputy Administrative Services Director and Deputy Police Chief Salary range; 2) review the proposed Amendment to the Employment Agreements (including Appendix A) with Department Directors, City Clerk, and Deputy Directors; 3) authorize the City Manager to execute the agreements subject to legal review; 4) authorize the Finance Director or the City Manager's designee to make any necessary budget adjustments and/or amendments to complete this action.

**9.** 2018 Wastewater Treatment Plant Improvements Project - Final Acceptance

**CEQA:** N/A - Project is Complete

**Recommendation Motion:** That Council 1) accept the 2018 Wastewater Treatment Plant Improvements Project as complete, 2) authorize the City Engineer to process final payment to the contractor, and 3) Authorize the City Engineer to file a Notice of Completion with the County Recorder.

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

## **REORGANIZATION RELATED ITEMS**

### **PUBLIC HEARING**

#### **ADMINISTRATIVE**

**10.** Public Works Department Restructuring

**CEQA:** Not a Project

**Recommendation:** That Council 1) approve the proposed reorganization of the Public Works Department; and 2) approve the job descriptions and associated salary schedules for the Utilities Superintendent and Treatment Plant Superintendent.

**11.** A meeting to continue the discussion of Fire Resiliency and Vegetation Management and an acceptable level of risk relating to wildfires and extreme weather conditions.

**CEQA:** Not a Project.

**Recommendation:** That Council 1) receive additional information from staff relating to Fire Resiliency and Vegetation Management including responses to some of the questions raised to date; 2) present and receive Council input on the conceptual expenditure plans for a potential sale tax; 3) gain additional input from the Council and community on Fire and Vegetation Management and a potential tax; and 4) review a schedule of next steps with City Council.

## **BRIEF REPORTS BY COUNCIL MEMBERS**

### **ADJOURN**

### **POSTING NOTICE**

This is to certify that the above notice of a meeting of The City Council, scheduled for Tuesday, October 10, 2023 at 7:00 PM was posted at city hall, easily accessible to the public, as of 5:00 p.m. Wednesday, October 4, 2023.

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**Taylor Day, City Clerk**



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**GRASS VALLEY**  
Special City Council Meeting

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Wednesday, September 06, 2023 at 6:00 PM  
Council Chambers, Grass Valley City Hall | 125 East Main Street, Grass Valley, California  
Telephone: (530) 274-4310 - Fax: (530) 274-4399  
E-Mail: [info@cityofgrassvalley.com](mailto:info@cityofgrassvalley.com) Web Site: [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com)

**MINUTES**

**CALL TO ORDER**

Meeting called to order at 6:02pm.

**PLEDGE OF ALLEGIANCE**

Pledge of allegiance led by Mayor Arbuckle.

**ROLL CALL**

**PRESENT**

Councilmember Bob Branstrom  
Councilmember Haven Caravelli  
Councilmember Tom Ivy  
Vice Mayor Hilary Hodge  
Mayor Jan Arbuckle

**AGENDA APPROVAL**

**REPORT OUT OF CLOSED SESSION**

**INTRODUCTIONS AND PRESENTATIONS**

**PUBLIC COMMENT**

No public comment

**CONSENT ITEMS**

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

**PUBLIC HEARING**

**ADMINISTRATIVE**

**1. Wildland Fires and the associated Risk Management in the City of Grass Valley**

The purpose of this gathering is to discuss the risk of wildland fires and Fire Resiliency and Vegetation Management. The focus of the Town Hall meeting will be taking input from the public and answering questions related to public safety risks that Grass Valley may face due to extreme weather events and wildfires.

City Manager, Tim Kiser, and Fire Chief, Mark Buttron, will give a brief introduction and presentation to Council and the public. This will be followed by a public comment period where questions may be addressed.

This meeting is only for Council and Staff to receive feedback from the public, no action will be taken by Council.

City Manager, Tim Kiser gave introduction to the Council and public. Fire Chief, Mark Buttron, gave a brief presentation.

In person public comment: See attachment.

**BRIEF REPORTS BY COUNCIL MEMBERS**

**ADJOURN**

Meeting adjourned at 7:35pm.

\_\_\_\_\_  
Jan Arbuckle, Mayor

\_\_\_\_\_  
Taylor Day, City Clerk

Adopted on: \_\_\_\_\_

## Public Comment Notes 9/6/23:

- Lives in Eskaton, developed an electric chainsaw that is very effective.
- Weiss Christmas Tree Farm abandoned off Greenhorn Access Rd
- Susan Rogers requested proactive inspections/code compliance. Not complaint driven.
- Concern about Grass Valley being a fire target like Paradise.
- Wants to talk about fire tax, and staffing, advised it will be discussed at the next Council meeting.
- Suggested case by case basis for burning within city limits for property maintenance.
- The Union asked for clarification on the topics up for discussion.
- Request a more proactive approach to mitigation and services for elderly/low-income residents.
- Measure E and fire tax.
- Community engagement, property owners caring for their own property.
- Must start with mitigation, what is the root cause of the fire increase in our area?
- NCCA request Council hold community workshop
- Request advancement in Zone Zero, clear everything 5ft from buildings on property.
- Request audit on measure E, paramedics on firetrucks, possibly use the town of Truckee's claw truck for green waste.
- Green waste pickup events

**Miranda Bacon**

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**From:** Robin Davies <rdavies@grassvalleychamber.com>  
**Sent:** Wednesday, September 6, 2023 4:27 PM  
**To:** Public Comments  
**Cc:** Jan Arbuckle; Haven Caravelli  
**Subject:** City of Grass Valley Wildfire 1/2 Cent Sales Tax.

Mayor Arbuckle and Esteemed Council,

Good Afternoon, I'm Robin Galvan-Davies CEO of the Greater Grass Valley Chamber of Commerce and Executive Manager of the Grass Valley Downtown Association, and as the team leader for both organizations, we thank you for giving the community the opportunity to share our perspectives and concerns regarding the proposed 1/2 cent sales tax measure.

As stated previously in public comment on this topic, I've shared the concerns of the merchant constituency that this tax will be burdensome. The downtown merchants, restaurants, and service providers have suffered reduced revenues due to the Mill Street construction, Snowmageddon, and spring rains. They are fearful that a Grass Valley sales tax of 9.00 % will drive commerce down the hill to Placer County where the tax rate is 7.25 %.

We are challenged to embrace additional taxes that would have a snowball effect on the local economy: higher construction costs, translate into higher home costs, higher costs of soft goods, and the general increase in the cost of living. We face current challenges with the scarcity of workforce housing, and that impacts employee attraction, and retention which impacts the ability of the retailer or restaurateur to keep their business open all week.

The question we are asked constantly is if an economic impact study has been done to determine the effect this tax increase will have on the local economy.

We've been told that the tax measure under consideration will be treated in the same manner as Measure E, dedicated to accomplishing its stated elements, with an oversight committee to direct fund expenditures. The 2021-2022 FY Adopted Budget includes Measure E revenues of \$6.3 million dollars. The Measure E sales tax initiative was presented as an all-encompassing revenue stream that would build effective and efficient public safety departments, fund equipment and personnel, enhance parks, and provide roadway and sidewalk repair and maintenance.

With Measure E funding, our Fire Department has achieved the higher ISO status of number 2. The request for an additional 1/2 cent sales tax to be dedicated to Wildland Fire, Resiliency, and Vegetation Management which includes funding for additional



personnel and equipment, makes us ask, has Measure E failed to live up to its promises?

Earlier this year, the Council was presented with Priority Projects and asked to choose the top three. All projects listed were worthy, and as I recall, the Council chose to put the General Plan and Housing as priorities above Wildfire Prevention.

If the proposed 1/2 cent sales tax measure was to include investment in other projects that are close to the heart of the community like workforce housing and parking along with Wildland Fire, Resiliency, and Vegetation Management, that may provide for broader community support.

Thank you again for giving us the opportunity to provide feedback on this important matter.

Sincere Regards,

*Robin*

Robin Galvan-Davies  
CEO, Greater Grass Valley Chamber of Commerce  
(530) 273-4667 • [rdavies@grassvalleychamber.com](mailto:rdavies@grassvalleychamber.com)  
[www.grassvalleychamber.com](http://www.grassvalleychamber.com)  
**128 East Main Street, Grass Valley CA 95945**  
Executive Manager, Grass Valley Downtown Association  
(530) 272-8315 • [info@downtowngrassvalley.com](mailto:info@downtowngrassvalley.com)  
[www.downtowngrassvalley.com](http://www.downtowngrassvalley.com)

## Miranda Bacon

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**From:** Pam Jung [REDACTED] >  
**Sent:** Wednesday, September 6, 2023 2:44 PM  
**To:** Public Comments  
**Subject:** Question for tonight's town hall meeting

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Q: when (even if) is the city going to follow the state's lead about encouraging/requiring residents to follow Zone 0 instructions? And why/why not?

Q: is there ever any third party audit when the city asks for an increase in sales tax? Why? Why not?q

**Miranda Bacon**

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**From:** Robert Long [REDACTED] >  
**Sent:** Wednesday, September 6, 2023 6:08 PM  
**To:** Public Comments  
**Subject:** RV Park

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Please discuss plans for evacuation of 150 RVs or shelter in place

Sent from my iPhone  
Robert Long  
Sherwood Forest  
530-913-0287

**Miranda Bacon**

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**From:** Christopher Ring <[REDACTED]>  
**Sent:** Wednesday, September 6, 2023 5:41 PM  
**To:** Public Comments  
**Subject:** Questions for Special City Council Meeting

You don't often get email from [REDACTED] [Learn why this is important](#)

Hello,

My name is Chris Ring. I am a Realtor and Co-Chair of the Legislative Affairs Committee for the Nevada County Association of Realtors. I have 2 questions:

Additional taxes will have an impact on the cost of construction and housing in our community. We are in an area struggling with the cost of Real Estate compared to annual household income. There is also a serious lack of housing for young professionals including laborers, firefighters, police officers, hospital staff, etc. This increase in taxes will further increase the cost of homes and further hinder the ability for developers to successfully finance the construction of market-rate workforce housing. How can the City justify an added tax that will further hinder our ability to house the labor force of our community and increase the gap between income and cost of Real Estate?

Furthermore, In November of last year, residents of Nevada County voted against Measure V which was also a half-cent sales tax and was promoted as helping fund wildfire prevention, emergency services, and disaster readiness, and the money would go to the County's general fund. Residents voted and the measure was defeated. How then can the City justify such a similar tax when County residents very recently voted against it?

Thank you,

Chris Ring

REALTOR®, DRE 02210103  
Land Use & Planning Specialist

Cell: (530) 210-3636  
Office: (925) 322-0976  
[www.ringconsulting.net](http://www.ringconsulting.net)

Nevada County Realty, DRE 01477391



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## GRASS VALLEY

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

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Tuesday, September 26, 2023 at 7:00 PM

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

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

E-Mail: [info@cityofgrassvalley.com](mailto:info@cityofgrassvalley.com)

Web Site: [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com)

## MINUTES

Mayor Jan Arbuckle, Vice Mayor Hilary Hodge, Councilmember Bob Branstrom,  
Councilmember Haven Caravelli, Councilmember Tom Ivy

### CALL TO ORDER

Meeting called to order at 7:04PM.

### PLEDGE OF ALLEGIANCE

Pledge of allegiance led by Mayor Arbuckle.

### ROLL CALL

#### PRESENT

Councilmember Bob Branstrom  
Councilmember Haven Caravelli  
Councilmember Tom Ivy  
Vice Mayor Hilary Hodge  
Mayor Jan Arbuckle

### AGENDA APPROVAL

Motion made to approve the agenda as submitted by Councilmember Branstrom, Seconded  
by Councilmember Caravelli.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice  
Mayor Hodge, Mayor Arbuckle

### REPORT OUT OF CLOSED SESSION

No reportable action.

### INTRODUCTIONS AND PRESENTATIONS

### PUBLIC COMMENT

Robin Galvin-Davies, Gill Matthew, Brenda English, Matthew Coulter.

### CONSENT ITEMS

Motion to approve consent items as submitted made by Councilmember Branstrom, Seconded  
by Vice Mayor Hodge.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice

## Mayor Hodge, Mayor Arbuckle

1. Approval of the Regular Meeting Minutes of September 12, 2023.

**Recommendation:** Council approve minutes as submitted.

2. Amendment to Agreement for Legal Services - Colantuono, Highsmith & Whatley, PC

**CEQA:** Not a Project.

**Recommendation:** That Council adopt Resolution No. 2023-59 approving the Amendment to Legal Services between the City of Grass Valley and Colantuono, Highsmith & Whatley, PC effective October 1, 2023.

3. Chemical Bid - Award Contracts

**CEQA:** Not a project

**Recommendation:** That Council: 1) award a contract to Univar USA, Inc for caustic soda 30% and for sodium hydroxide; 2) award a contract to Chemtrade for liquid alum; and 3) award a contract to Northstar for calcium nitrate and for cationic emulsion polymer.

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

#### **REORGANIZATION RELATED ITEMS**

#### **PUBLIC HEARING**

#### **ADMINISTRATIVE**

4. Public meeting to continue the discussion of Fire Resiliency and Vegetation Management and an acceptable level of risk relating to wildfires and extreme weather conditions.

**CEQA:** Not a Project.

**Recommendation:** That Council 1) receive additional information from staff relating to Fire Resiliency and Vegetation Management including responses to some of the questions raised to date; 2) present and receive input on some very conceptual expenditure plans for a potential sale tax; 3) gain additional input from the community on Fire and Vegetation Management and a potential tax; and 4) review a schedule of next steps with City Council.

Fire Chief, Mark Buttron, Battalion Chief, Chris Armstrong, and City Manager, Tim Kiser, gave presentation to Council.

Council asked for hard copies of the presentation.

Public Comment: Brenda English, Mark Hermes, Robin Galvin-Davies, Matthew Coulter.

Council explained the purpose of the Measure E oversight committee, asked about the possibility of keeping the sales tax under 9%, explained the difference in votes needed for general and special taxes, asked about the Community Wildfire Protection Plan process and panel, suggested focusing on fire prevention, encouraged more public engagement and participation at public meetings, thanked

staff for their presentation, requested staff invite the Measure E Committee to the Town Hall meeting on October 3rd, and requested staff expedite the Measure E page on the City website.

### **BRIEF REPORTS BY COUNCIL MEMBERS**

Councilmember Caravelli attended the League of California Cities Conference, spoke with the Mayor of Nevada City, and attended the Draft Horse Classic, the Downtown Sidewalk Sale and the El Barrio celebration. Councilmember Branstrom announced that his Measure E oversight committee appointee is leaving the committee and he will be looking for a new appointee, attended a show at In Concert Sierra, Nancy Weber passed away, commented on the progress on Mill St Plaza, and attended the 40th anniversary party for the Master Gardeners. Councilmember Ivy attended NCTC meeting and stated that southbound highway 49 from McKnight to La Barr Meadows will be widened, Nevada County has a couple electric busses in their fleet, and attended a meeting with Waste Management. Vice Mayor Hodge thanked the South Yuba River Citizens League for organizing a river clean up event, mentioned events and art on Mill St Plaza, attended the League of Cities Conference, and is excited for the Howl-O-Ween dog parade. Mayor Arbuckle attended Lou Conter's 102nd birthday procession, met with residents of the Olympia Glade Mobile Home Park, met with many agencies to discuss speeding issues on Hwy 174 coming into Grass Valley city limits, attended the League of California Cities Conference and the Master Gardeners anniversary celebration.

### **ADJOURN**

Meeting adjourned at 8:49PM.

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Jan Arbuckle, Mayor

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Taylor Day, City Clerk

Adopted on: \_\_\_\_\_

## Miranda Bacon

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**From:** BEHLMER TOM <[REDACTED]>  
**Sent:** Tuesday, September 19, 2023 1:30 PM  
**To:** Public Comments  
**Subject:** Voice Mail (23 seconds)  
**Attachments:** audio.mp3

Hello, my name is Tom Bellmer. I live at 12448 Old Mine Rd. in Grass Valley. I support the tax to increase Fire Protection services. I think it's penny wise and pound foolish not to have it if that if we are indeed a deficient in Fire Protection. Thank you.

You received a voice mail from [BEHLMER TOM](#).

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**Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.**

[Set Up Voice Mail](#)



**To:** Grass Valley City Council

**From :** Mesa Management

**Re:** City Council Meeting September 26, 2023 – Public Hearing # 4 – Fire & Vegetative Management Tax

**Subj:** Opposition to Tax Increase, Recommend Alternatives

**Via Email:** Sent to [public@cityofgrassvalley.com](mailto:public@cityofgrassvalley.com)

City Council Members,

Mesa Management owns and operates McKnight Crossing, and we are currently investing millions to modernize the center, bring in new and exciting tenants, creating gathering spaces as a place we can all be proud of.

First off, we wanted to recognize, appreciate and let City Council know your Staff has been great to work with.

**Opposition to Additional Tax:**

We agree that Fire and Life Safety are very important for Grass Valley. We have been designing the center using “Fire and Crime Prevention Through Environmental Design” techniques to mitigate fire issues and seeking to reduce opportunities for crime, loitering and encampments. We have been working with GVPD & GCFD.

We oppose a Tax increase that would be an increased burden on our customers and tenants. Currently, the impacts of the rapid rise of inflation are being felt by all. Grass Valley would have the highest Tax Rate in the region, (See table), and an increase in the Sales tax could have detrimental effect on the success our Center has had in changing residents shopping behaviors from driving to other communities for their needs by shopping locally.

We are concerned a New Tax will make Grass Valley uncompetitive. It is called Retail Shrinkage.

**Anticipated Incremental Retail Sales Tax from McKnight Crossing:**

As you are aware, HdL provides the City a Quarterly Tax report indicated \$6.9 million in anticipated Tax Revenue Q1. What is on the report, are top 25 Tax Generating entities. What is not on the report is Target, and a diminished contribution of the Center during a heavy construction phase. Target did not open until March 28.

What will the McKnight Crossing Sales contribution be going forward?

The average Target generates \$56m in annual sales. Even if we estimate GV Target will generate half that, the Tax Revenue contribution would be \$2.5 m alone. Call it an even \$3m from the Center would likely be a significant an incremental Tax Revenue Generation that can be allocated for Fire Resiliency & Vegetation Management.

Thank you for your service, all that you do for our community and for reviewing our concerns.



Josh Recalde-Martinez  
Legislative Affairs - Mesa Management

**TABLE OF REGIONAL TAX RATES**

|                              |              |                    |              |
|------------------------------|--------------|--------------------|--------------|
| <b>Grass Valley Now</b>      | <b>8.5%</b>  | <b>Penn Valley</b> | <b>7.5%</b>  |
| <b>Grass Valley Proposed</b> | <b>7.25%</b> | <b>Truckee</b>     | <b>8.25%</b> |
| <b>Auburn</b>                | <b>7.25%</b> | <b>Nevada City</b> | <b>8.38%</b> |
| <b>Roseville</b>             | <b>7.75%</b> |                    |              |

Source: [Sales-Taxes.com/CA](http://Sales-Taxes.com/CA)



**GRASS VALLEY**  
Special City Council Meeting

Tuesday, October 03, 2023 at 6:00 PM  
Sierra College Multipurpose Room | 250 Sierra College Dr, Bldg N12, Grass Valley, California  
Telephone: (530) 274-4310 - Fax: (530) 274-4399  
E-Mail: [info@cityofgrassvalley.com](mailto:info@cityofgrassvalley.com) Web Site: [www.cityofgrassvalley.com](http://www.cityofgrassvalley.com)

**MINUTES**

**CALL TO ORDER**

Meeting called to order at 6:03PM.

**PLEDGE OF ALLEGIANCE**

Pledge of allegiance led by Mayor Arbuckle.

**ROLL CALL**

**PRESENT**

- Councilmember Bob Branstrom
- Councilmember Haven Caravelli
- Councilmember Tom Ivy
- Vice Mayor Hilary Hodge
- Mayor Jan Arbuckle

**AGENDA APPROVAL**

Motion made to approve the agenda as submitted by Councilmember Ivy, Seconded by Councilmember Branstrom.

Voting Yea: Councilmember Branstrom, Councilmember Caravelli, Councilmember Ivy, Vice Mayor Hodge, Mayor Arbuckle.

**PUBLIC HEARING**

1. Public meeting to continue the discussion of Fire Resiliency and Vegetation Management and an acceptable level of risk relating to wildfires and extreme weather conditions.  
Fire Chief, Mark Buttron, Battalion Chief, Chris Armstrong, and City Manager, Tim Kiser, gave presentation.  
Public Comment: See attachment.

**ADJOURN**

Meeting adjourned at 8:00PM.

\_\_\_\_\_  
Jan Arbuckle, Mayor

\_\_\_\_\_  
Taylor Day, City Clerk

Adopted on: \_\_\_\_\_

October 3, 2023, Special City Council Meeting Public Comment Notes

22 attendees

- Lisa Swarthout-asked about the difference in #s between incidents and fire calls for service.
- Asked about how Covid impacted the number of calls for service and suggested looking at 6-month trends.
- Buckley- asked why this isn't being proposed as a county tax as proposed it only benefits.
- Asked why the City did not support Measure V.
- Virginia- asked about how the City could assist in grants for the public, specifically fire-wise communities.
- Robin Galvin-Davies- asked how the community would know the money is being spent on what was promised.
- Pam Young- loved the idea of more vegetation management, zone zero, and wants more community education about how the City's code compliance process is complaint driven.
- Martin Wood- ISO rating, wanted numbers on fire budgets for the last 10 and 5 years.
- Tom Last- requested answers in writing to NCCA's questions and asked if turf was safe during fires.
- Asked how many firefighters are staffed and how many live outside of Nevada County.
- Matthew Coulter-asked about coordinated green waste pickups, park clean ups, house on Clark St
- Asked if this measure would have an oversight committee and how many years the sunset clause would be for.

**Miranda Bacon**

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**From:** thomas tereskiewicz [REDACTED] >  
**Sent:** Saturday, September 30, 2023 12:32 PM  
**To:** Public Comments  
**Cc:** thomas tereskiewicz  
**Subject:** reducing fire risk in Grass Valley

You don't often get email from [REDACTED] [Learn why this is important](#)

Dear Official,

The easiest way to reduce fire risk in this community is to ban open burning, the hideous practice done by a small minority of residents, which is the biggest source of Autumn, Winter, and Spring, pollution in the community. There have also been numerous escaped burn piles that further endanger the community. If it is not banned, then it most definitely needs to be more tightly controlled, for example, limiting it to certain hours and days. This last burn season, it was permitted 24 7 almost all three season and well into the summer, insanity. I have spoken to the air district, Julie Hunter, and proposed limiting open burning between the hours of nine and six pm. I hope that goes through. That would be the easiest and cheapest way to make our city safer and cleaner. Letting the open burners burn as much as they want when they want is equivalent to allowing smokers to smoke anywhere and everywhere. This is 2023, time to put some controls on this hideous, dangerous, and polluting practice. We have green bins now, do the Open burners have them??

Tom Tereskiewicz

**Miranda Bacon**

---

**From:** WIRELESS CALLER <+ [REDACTED]>  
**Sent:** Saturday, September 30, 2023 1:05 PM  
**To:** Public Comments  
**Subject:** Voice Mail (2 minutes and 48 seconds)  
**Attachments:** audio.mp3

Yes, I just read your article today in the paper about your upcoming election you're hoping to do in March for a general tax of half cent. I don't understand why you don't realize why it failed the last time. It failed because it was a general instead of a special tax that couldn't be used for anything else. And you're going to spend \$100,000 to do it again. You need to upgrade that to a special tax that can't be used for anything but its purpose. My name is Camille Muir. My phone number is [REDACTED]. Thank you.

You received a voice mail from [WIRELESS CALLER](#).

---

**Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.**

[Set Up Voice Mail](#)

**Miranda Bacon**

---

**From:** Georges Pelpel [REDACTED] >  
**Sent:** Saturday, September 30, 2023 4:03 PM  
**To:** Public Comments  
**Subject:** Fire Protection

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Hi Bob,

Thanks for being involved in the City of Grass Valley issues. Any measure to protect the area in the event of a fire is welcomed and, obviously, an urgency in the current climate evolution.

We live just outside the city limit and belong to the Slate Creek/Deer Creek Firewise community. The community was actually initiated from one of our development resident. Our development, Foxwood Estate, has invested a lot of efforts and money in the last 4 years to mitigate fire risks.

Most local residents are interested and willing to work on their own properties but a limited few are totally deft about the need to do so and have cut all communication with their local Firewise. I understand that the current County law protects them from being sued for endangering their neighbors properties as anyone suing a property owner not properly maintaining his/her land must agree to cover 50% of the cost involved in cleaning the unkept area.

In addition to being a safety concern, it is also a huge financial one as the cost of insuring our properties become exorbitant. We won't be able to see insurance cost be lowered if any of us doesn't get active in fuel reduction management. The strength of our community is only as strong as our weakest link.

As such it seems a priority for the City to act at the County level to amend any law protecting land owners not willing to maintain their properties and endangering their neighbors'.

Georges Pelpel

## Miranda Bacon

---

**From:** Richard Calkins [REDACTED]  
**Sent:** Sunday, October 1, 2023 5:34 PM  
**To:** Public Comments  
**Subject:** Fire Risk

You don't often get email from [REDACTED] [Learn why this is important](#)

Read YubaNet reports: The greatest fire risk to Grass Valley is the failure of people living in acreage in the COUNTY to control burn piles because the COUNTY and STATE does not charge the huge fines necessary to stop these frequent events and pay for services to put out fires. The CITY should stand up for us!



**Miranda Bacon**

---

**From:** WIRELESS CALLER <[REDACTED]>  
**Sent:** Tuesday, October 3, 2023 2:43 PM  
**To:** Public Comments  
**Subject:** Voice Mail (1 minute and 7 seconds)  
**Attachments:** audio.mp3

Hi, my name is Danny Silberstein. 10505 Bragg Ave. Grass Valley. I forgot what else you wanted. Something else? I don't know my age. Anyway, my comment for tonight's meeting, town hall meeting at Sierra College is could you please explain why access to the Grass Valley Fire Marshall or whatever he is called is so difficult and actually, in my efforts, impossible. Yeah, and people at the front desk have me fill out forms and no response, go down to the fire chiefs office. It's a locked door. And it just seems very ironic that when you say you're interested in helping us do fire preparation, we don't actually have access to anybody who can answer our questions or help us with our problems. OK. Thank you very much. Bye.

You received a voice mail from [WIRELESS CALLER](#).

---

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

[Set Up Voice Mail](#)

## Miranda Bacon

---

**From:** Norma Solarz [REDACTED]  
**Sent:** Tuesday, October 3, 2023 2:45 PM  
**To:** Public Comments  
**Subject:** YES on the fire tax

[You don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

My husband and I live in Grass Valley and want you to know we are in FAVOR of a city wide tax to support firefighting and fire prevention in our city.

We cannot attend a public meeting but want our YES on the FIRE TAX recorded.

Thank you,  
Norma Solarz  
Steve McClary  
800 Freeman Lane #301  
Grass Valley 95949

**Miranda Bacon**

---

**From:** Thomas Burchfield [REDACTED]  
**Sent:** Tuesday, October 3, 2023 3:49 PM  
**To:** Public Comments  
**Subject:** Response to Bob Branstrom article re Grass Valley Council Meeting on Fire Reduction:

You don't often get email from [REDACTED]. [Learn why this is important](#)

Greetings:

Recently, Grass valley City Councilman, Bob Branstrom published an article in Yubanet asking Grass Valley citizens for input regarding the reduction of fire risk in Grass Valley in preparation special city council meeting to be held this Tuesday evening, which my wife and I are unable to attend.

I concur with and support the exploration and consideration of all of Mr. Branstrom's suggestions about the city playing a bigger role in fire prevention. Nevada County seems to be doing a great job with fire prevention and the City of Grass valley should has a role to play. This is a problem that involves everyone in Nevada County and beyond. I am on the side of whatever works—the approach favored by Franklin Roosevelt in dealing with the Great Depression of the 1930s-- in dealing with this ongoing threat of destruction to person, property, nd the land we love.

As for how to pay for all this, I don't have much expertise in these matters, but it sounds like a parcel tax would be the best approach, both politically and practically. The crisis is too important to leave the money in a vulnerable spot like the general fund.

I hope my comments are of help. Thanks to Bob Branstrom and the Grass Valley City Council for the opportunity to comment.

Sincerely,

Thomas Burchfield

Thomas Burchfield  
Editing and Writing Services  
Grass Valley, CA  
(510) 541-1991  
tbdeluxe@sbcglobal.net

Keeping writers and their readers on the same page





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

**Title:** Local Emergency Proclamation (Winter Storm of February 2023)

**CEQA:** Not a project

**Recommendation:** To continue the Winter Storm February 24<sup>th</sup>, 2023 to March 1<sup>st</sup>, 2023 proclamation declaring a Local State of Emergency

**Prepared by:** Timothy M. Kiser, City Manager

**Council Meeting Date:** 10/10/2023

**Date Prepared:** 10/4/2023

**Agenda:** Consent

**Background Information:** Due to conditions of extreme peril to the safety of persons and property have arisen within the City of Grass Valley, caused by the winter storm February 24<sup>th</sup>, 2023 to March 1<sup>st</sup>, 2023 which cut power, downed trees, blocked roads and created other hazards to health and human safety commencing at which time the City Council of the City of Grass Valley was not in session. The city found it necessary to proclaim the existence of a local emergency throughout the city.

On March 2<sup>nd</sup>, Tim Kiser, the Emergency Services Director, proclaimed an existence of a local emergency. On March 8<sup>th</sup>, 2023, at a special City Council Meeting council adopted Resolution 2023-07 confirming the Emergency Services Director's proclamation of a local emergency.

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

**Fiscal Impact:** The City will be requesting reimbursement for repair costs from the California Office of Emergency Services. If approved, costs would be reimbursable around 75% and sufficient General Funds exist to cover any shortfall.

**Funds Available:** N/A

**Account #:** N/A

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



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

**Title:** Local Emergency Proclamation (Drought Conditions)

**CEQA:** Not a Project.

**Recommendation:** Drought Conditions proclamation declaring a Local State of Emergency

**Prepared by:** Timothy M. Kiser, City Manager

**Council Meeting Date:** 10/10/2023

**Date Prepared:** 10/4/2023

**Agenda:** Consent

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

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

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

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

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

**Funds Available:** N/A

**Account #:** N/A

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



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

**Title:** Resolution to apply for CalRecycle grants including SB 1383 Local Assistance Grant Program

**CEQA:** Not a Project

**Recommendation:** Adopt resolution No. 2023-60, which includes the following action:  
1) Authorizes the City Manager to submit a SB 1383 Local Assistance Grant Program application and conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment request, which may be necessary for the completion of the Grant Scope.

**Prepared by:** Zac Quentmeyer, Deputy Public Works Director

**Council Meeting Date:** October 10, 2023

**Date Prepared:** October 2, 2023

**Agenda:** Consent

**Background Information:** In September 2023, The Department of Resources Recycling and Recovery (CalRecycle) released a Notice of Funds Available for SB 1383 Local Assistance Grant Program. This non-competitive grant program provides funds to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383. The estimated eligible funding amount for the City of Grass Valley is \$75,000.

**Council Goals/Objectives:** The execution of this action attempts to achieve Strategic Goal #5 - High Performance Government and Quality Service.

**Fiscal Impact:** Preparation and submission of the SB 1383 Local Assistance Grant Program application will be completed by Public Works Department staff with existing staffing resources allocated within the adopted 2022 -2023 budget. If the application is awarded, SB 1383 Local Assistance Grant Program monies will be allocated to recoup staff time for both administrative and project delivery costs for the duration of the contract.

**Funds Available:** Yes, upon contract award

**Account #:** N/A

**Reviewed by:** Tim Kiser, City Manager

**Attachments:** Resolution 2023-60

## Resolution Number: 2023-60

### RESOLUTION OF THE CITY OF GRASS VALLEY AUTHORIZING SUBMITTAL OF APPLICATION FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF GRASS VALLEY IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City of Grass Valley City Council authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Grass Valley is eligible; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee is hereby authorized and empowered to execute in the name of the City of Grass Valley all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

Approved and adopted the 10th day of October 2023.

I, the undersigned, hereby certify that the foregoing Resolution Number 2023 - 60 was duly adopted by the City Council following a roll call vote:

AYES: Councilmember

NOES: Councilmember

ABSENT: Councilmember

ABSTAIN: Councilmember



ATTEST:

---

Jan Arbuckle, Mayor

---

Taylor Day, City Clerk

APPROVED AS TO FORM:

---

Michael G. Colantuono, City Attorney



# City of Grass Valley City Council Agenda Action Sheet

**Title:** Grass Valley Management & Supervisory Professional & Confidential Employees  
- Unit 1 - Memorandum of Understanding for July 1, 2023 - June 30, 2024

**CEQA:** Not a project

**Recommendation:** Adopt Resolution No. 2022-61 approving the Labor Memorandum of Understanding for a one-year period beginning July 1, 2023, through June 30, 2024, between the City of Grass Valley and the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1).

**Prepared by:** Taylor Day, City Clerk

**Council Meeting Date:** 10/10/2023

**Date Prepared:** 10/3/2023

**Agenda:** Consent

**Background Information:** The City Manager has recently re-opened the current Labor Memorandum of Understanding (MOU) with the Grass Valley Management / Supervisory Professional & Confidential Employees Group (Unit 1). As such, the City and Unit 1 have mutually agreed to provide; 1) a three-percent Cost of Living Adjustment (COLA) to members of the bargaining group effective June 25, 2023 (the first day of a pay period coinciding with a July 1, 2023 implementation. 2) Short term disability, 4) a one half percent merit increase starting January 1<sup>st</sup>, 2024 or when State Disability Insurance (SDI) is in effect, 5) Longevity pay of two and a half (2.5%) after 10 years, 6) increase to 5% for POST Management Certificate, & 7) Out of Class Pay for Police Lieutenants and Captains to earn an overtime rate calculated at top step sergeant plus 7.5% in State Emergencies or Mutual Aid requests. All other terms, conditions, and provisions of the MOU, to the extent not modified by this Agreement, shall remain in full force and effect.

Updated provisions in the Side-Letter and estimated fiscal impacts include the following:

| MOU Provision   | Estimated Annual Incremental Cost  |
|---|--|
| Side Letter providing COLA increases to each member (all classifications) in Unit 1 | \$45,572 (General Fund)<br>\$10,774 (Measure E Fund)<br>\$1,580 (Water Fund)<br>\$1,108 (Sewer Fund) |

**Council Goals/Objectives:** 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 estimated incremental annual costs of \$59,034 effective for the beginning of the FY2023/24 has been included in the recommended budget for FY2023/24.

**Funds Available:** N/A

**Account #:** N/A

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

**Attachments:**

- Resolution No. 2023-61- Approval of Unit 1 MOU
- Memorandum of Understanding - Unit 1

**RESOLUTION NO. 2023-61**

**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, 2023 – JUNE 30, 2024 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 Side Letter to the current Memorandum of Understanding for the Grass Valley Management & Supervisory, Professional & Confidential Employees Association (Unit #1) 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 10<sup>th</sup> day of October 2023 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**  
**MANAGEMENT/SUPERVISORY PROFESSIONAL & CONFIDENTIAL EMPLOYEES**  
**IN UNIT #1**  
**July 1, 2023 – June 30, 2024**

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**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 employer-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. Unit #1 Member Meetings**

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. Regular Employees**

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 RESPONSIBILITIES**

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

persons/employees, to make technological improvements, and to take necessary action to implement the terms and conditions of the 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. Work Periods**

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. Lunch and Rest Periods**

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.
2. 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. Calculation of Compensation**

Compensation is based on the hourly rates and pay schedule set forth in Appendix A. Adjustments in hourly rates are rounded up to the next penny, but may not exceed the top of any pay range. Pay is based on 2,080 hours per year and twenty-six (26) equal pay periods.

**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 starts paying State Disability Insurance (SDI) whichever is later, the City Shall implement a 0.5% merit increase.

**B. Overtime (Non-Exempt Employees)**

1. **Policy**- It is the policy that overtime work be discouraged: that each Department Head arrange the work of his or her department so that full-time employees shall normally work not more than eight (8) hours per work day (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. **Defined Overtime** 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. **Authorization of Overtime Work**- Overtime work shall be performed only upon express authorization of the Department Head or designee.

5. **The Battalion Chief** 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. **Fringe Benefits not Affected by Overtime-** Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of required periods for probation, salary advance or evaluation dates.

### C. **Rules for Use of Salary Schedule**

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. **Assigned Vehicles-** 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 Assistant Chief Treatment Plant Operator-** 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.

#### **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.

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

| <b>Certificate/ Degree</b>                        | <b>% of Base Salary</b> |
|---|-------------------------|
| 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 Battalion Chief is eligible for Educational Incentive for the following in addition to the Degree Eligibility above. Maximum combined Eligibility is 10% :

| <b>Certificate/ Degree</b>                  | <b>% of Base Salary</b> |
|---|-------------------------|
| 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%                   |
| <b>Rescue Systems 1</b>                     | 1.25%                   |
| Haz Mat IC                                  | 1.25%                   |
| <b>Strike Team Leader/Task Force Leader</b> | 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:

| <b>POST Certificate</b> | <b>% of Base Salary</b> |
|-------------------------|-------------------------|
| Management              | 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. Telephone Call Back Pay (Non-Exempt Employees)**

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. **Weekend-** That standby period shall begin at the end of the shift each Friday afternoon, and shall continue until the beginning of the shift the following Monday.
    - a) **Compensation Rate-** 7.5 hours. May be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.
  - II. **Weekly-** That standby period shall begin at the end of the shift on each Tuesday afternoon, and shall continue until the beginning of the shift the following Tuesday (Excluding the 40 hours of regular work week).
    - a) **Compensation Rate-** 20 Hours. May be taken as pay or Compensatory Time Off, subject to the same rules for Compensation for Overtime provided above.

**J. Shift Differential (Non-Exempt Employees)**

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. Personal Leave**

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, step-parents 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 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**

1. 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. Holidays**

In lieu of actual holidays, 48/96 Shift Employees will be paid 6.5 hours of holiday pay each pay period at the employees' regular rate of pay 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. Travel**

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. Reimbursement**

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. Receipts and Billing**

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.
6. 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. Retirement Contributions**

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. Retiree Health Insurance Benefit**

1. Any employee retiring from the City under PERS, after twenty-five (25) or more years of City service, is eligible for the following retiree health insurance benefit. 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 will receive two hundred fifty (\$250.00) dollars per month, not including the statutory administrative fee for PERS coverage.
2. 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:
  - I. For Employees only: \$814
  - II. For Employees plus one dependent: \$1,622
  - III. For Employee plus two or more dependents: \$2,130
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. Income Protection Insurance**

The City shall provide without cost to the employee an Income Protection Insurance Program that shall insure a unit employee's income to a maximum of sixty-six and two-thirds (66-2/3) of monthly earnings with a ceiling of six thousand (\$6,000) 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 agreement with the insurance company. The Battalion Chief position may elect Income Protection Insurance coverage through the same vendor as Unit # 8 employees provided the cost to the City is no greater than that provided to other Unit # 1 employees.

**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 doctor's 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. Uniforms**

1. For Battalion Chief the City will provide the following:
  - I. The Battalion Chief 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 Police Department Employees the City will provide the following:
  - I. The Police Department Employees 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. 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 T-shirts.
  - 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 Commission 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. Employee Assistance Program**

The City has established an Employee Assistance Program. This program provides confidential counseling help for employees and their families. This benefit allows for three (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. Layoff/furlough Provision**

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. Definition**

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

1. 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 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 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 is 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 # 1 will 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.1.1 to 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 of 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 10th day of October 2023 and is effective from July 1, 2023 through June 30, 2024 by the Grass Valley City Council.

\_\_\_\_\_  
Jan Arbuckle, Mayor

Attest:

\_\_\_\_\_  
Taylor Day, Deputy City Clerk



# Appendix A

City of Grass Valley Salary Schedule  
FY 2023-2024

## Management/Supervisory Unit 1

| Position                                  | Hourly   |   |          |   |          |   | Bi Weekly   |   |             |   |             |   | Monthly      |   |              |   |              |   | Annually      |   |               |   |               |   |  |
|---|----------|---|----------|---|----------|---|-------------|---|-------------|---|-------------|---|--------------|---|--------------|---|--------------|---|---------------|---|---------------|---|---------------|---|--|
|   | A        | B | C        | D | E        | F | A           | B | C           | D | E           | F | A            | B | C            | D | E            | F | A             | B | C             | D | E             | F |  |
| <b>July 1, 2023 - December 31, 2023:</b>  |          |   |          |   |          |   |             |   |             |   |             |   |              |   |              |   |              |   |               |   |               |   |               |   |  |
| Animal Control Supervisor                 | \$ 30.46 | - | \$ 33.76 | - | \$ 39.06 | - | \$ 2,437.03 | - | \$ 2,701.12 | - | \$ 3,124.59 | - | \$ 5,280.24  | - | \$ 5,852.44  | - | \$ 6,769.95  | - | \$ 63,362.90  | - | \$ 70,229.23  | - | \$ 81,239.44  | - |  |
| Assistant Chief Treatment Plant Operator  | \$ 50.55 | - | \$ 55.74 | - | \$ 64.15 | - | \$ 4,043.81 | - | \$ 4,458.94 | - | \$ 5,131.67 | - | \$ 8,761.59  | - | \$ 9,661.04  | - | \$ 11,118.62 | - | \$ 105,139.10 | - | \$ 115,932.43 | - | \$ 133,423.48 | - |  |
| Assistant Engineer                        | \$ 40.26 | - | \$ 44.62 | - | \$ 51.38 | - | \$ 3,220.96 | - | \$ 3,569.38 | - | \$ 4,110.53 | - | \$ 6,976.75  | - | \$ 7,733.65  | - | \$ 8,906.14  | - | \$ 83,745.04  | - | \$ 92,803.77  | - | \$ 106,873.71 | - |  |
| Assistant City Engineer                   | \$ 57.21 | - | \$ 63.38 | - | \$ 73.03 | - | \$ 4,576.62 | - | \$ 5,070.51 | - | \$ 5,842.40 | - | \$ 9,916.01  | - | \$ 10,986.12 | - | \$ 12,658.53 | - | \$ 118,992.16 | - | \$ 131,833.39 | - | \$ 151,902.33 | - |  |
| Associate Civil Engineer                  | \$ 48.30 | - | \$ 53.50 | - | \$ 61.63 | - | \$ 3,864.04 | - | \$ 4,280.10 | - | \$ 4,930.59 | - | \$ 8,372.10  | - | \$ 9,273.55  | - | \$ 10,682.95 | - | \$ 100,485.15 | - | \$ 111,282.61 | - | \$ 128,195.45 | - |  |
| Battalion Chief (40)                      | \$ 49.86 | - | \$ 55.25 | - | \$ 65.14 | - | \$ 3,988.75 | - | \$ 4,419.96 | - | \$ 5,210.93 | - | \$ 8,642.28  | - | \$ 9,576.58  | - | \$ 11,290.34 | - | \$ 103,707.37 | - | \$ 114,918.97 | - | \$ 135,484.09 | - |  |
| Battalion Chief (56)                      | \$ 35.61 | - | \$ 39.46 | - | \$ 46.53 | - | \$ 3,988.75 | - | \$ 4,419.96 | - | \$ 5,210.93 | - | \$ 8,642.28  | - | \$ 9,576.58  | - | \$ 11,290.34 | - | \$ 103,707.37 | - | \$ 114,918.97 | - | \$ 135,484.09 | - |  |
| Building Official                         | \$ 53.60 | - | \$ 59.41 | - | \$ 68.43 | - | \$ 4,288.23 | - | \$ 4,752.53 | - | \$ 5,474.12 | - | \$ 9,291.17  | - | \$ 10,297.14 | - | \$ 11,860.59 | - | \$ 111,494.00 | - | \$ 123,565.70 | - | \$ 142,327.13 | - |  |
| Principal Planner                         | \$ 47.40 | - | \$ 52.51 | - | \$ 60.49 | - | \$ 3,791.77 | - | \$ 4,200.41 | - | \$ 4,838.86 | - | \$ 8,215.49  | - | \$ 9,100.89  | - | \$ 10,484.19 | - | \$ 98,585.94  | - | \$ 109,210.66 | - | \$ 125,810.30 | - |  |
| Utilities Super./Chief Treatment Plant Op | \$ 54.49 | - | \$ 60.37 | - | \$ 69.54 | - | \$ 4,358.86 | - | \$ 4,829.59 | - | \$ 5,653.88 | - | \$ 9,444.20  | - | \$ 10,464.12 | - | \$ 12,054.21 | - | \$ 113,330.46 | - | \$ 125,569.38 | - | \$ 144,650.52 | - |  |
| Police Captain                            | \$ 60.38 | - | \$ 68.91 | - | \$ 85.15 | - | \$ 4,830.52 | - | \$ 5,512.52 | - | \$ 6,811.65 | - | \$ 10,466.12 | - | \$ 11,943.79 | - | \$ 14,758.58 | - | \$ 125,593.47 | - | \$ 143,325.45 | - | \$ 177,102.93 | - |  |
| Police Lieutenant                         | \$ 52.83 | - | \$ 58.64 | - | \$ 70.96 | - | \$ 4,226.36 | - | \$ 4,691.52 | - | \$ 5,676.53 | - | \$ 9,157.10  | - | \$ 10,164.97 | - | \$ 12,299.15 | - | \$ 109,885.25 | - | \$ 121,979.61 | - | \$ 147,589.79 | - |  |
| Information Technology Analyst            | \$ 50.55 | - | \$ 55.71 | - | \$ 64.50 | - | \$ 4,043.81 | - | \$ 4,457.09 | - | \$ 5,160.40 | - | \$ 8,761.59  | - | \$ 9,657.02  | - | \$ 11,180.86 | - | \$ 105,139.05 | - | \$ 115,884.25 | - | \$ 134,170.34 | - |  |
| General Ledger Accountant                 | \$ 35.93 | - | \$ 44.92 | - | \$ 56.62 | - | \$ 2,874.40 | - | \$ 3,593.47 | - | \$ 4,529.36 | - | \$ 6,227.88  | - | \$ 7,785.85  | - | \$ 9,813.62  | - | \$ 74,734.50  | - | \$ 93,430.17  | - | \$ 117,763.45 | - |  |
| Senior Accountant                         | \$ 35.93 | - | \$ 44.92 | - | \$ 56.62 | - | \$ 2,874.40 | - | \$ 3,593.47 | - | \$ 4,529.36 | - | \$ 6,227.88  | - | \$ 7,785.85  | - | \$ 9,813.62  | - | \$ 74,734.50  | - | \$ 93,430.17  | - | \$ 117,763.45 | - |  |
| Senior Engineer                           | \$ 52.75 | - | \$ 58.46 | - | \$ 70.03 | - | \$ 4,219.87 | - | \$ 4,676.70 | - | \$ 5,440.24 | - | \$ 9,143.05  | - | \$ 10,132.84 | - | \$ 11,787.19 | - | \$ 109,716.60 | - | \$ 121,594.14 | - | \$ 141,446.24 | - |  |
| Senior Engineer/Deputy Director           | \$ 57.21 | - | \$ 63.38 | - | \$ 73.03 | - | \$ 4,576.62 | - | \$ 5,070.51 | - | \$ 5,842.40 | - | \$ 9,916.01  | - | \$ 10,986.12 | - | \$ 12,658.53 | - | \$ 118,992.16 | - | \$ 131,833.39 | - | \$ 151,902.33 | - |  |
| Superintendent                            | \$ 41.34 | - | \$ 44.91 | - | \$ 52.42 | - | \$ 3,307.14 | - | \$ 3,592.54 | - | \$ 4,193.92 | - | \$ 7,165.47  | - | \$ 7,783.84  | - | \$ 9,086.84  | - | \$ 85,985.63  | - | \$ 93,406.08  | - | \$ 109,042.02 | - |  |
| Superintendent II                         | \$ 43.40 | - | \$ 48.07 | - | \$ 55.04 | - | \$ 3,472.08 | - | \$ 3,845.56 | - | \$ 4,403.34 | - | \$ 7,522.84  | - | \$ 8,332.04  | - | \$ 9,540.57  | - | \$ 90,274.07  | - | \$ 99,984.47  | - | \$ 114,486.89 | - |  |
| <b>January 1, 2024 - June 30, 2024:</b>   |          |   |          |   |          |   |             |   |             |   |             |   |              |   |              |   |              |   |               |   |               |   |               |   |  |
| Animal Control Supervisor                 | \$ 30.62 | - | \$ 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  | - | \$ 81,645.64  | - |  |
| Assistant Chief Treatment Plant Operator  | \$ 50.80 | - | \$ 56.02 | - | \$ 64.47 | - | \$ 4,064.03 | - | \$ 4,481.23 | - | \$ 5,157.33 | - | \$ 8,805.40  | - | \$ 9,709.34  | - | \$ 11,174.22 | - | \$ 105,664.80 | - | \$ 116,512.09 | - | \$ 134,090.60 | - |  |
| 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  | - | \$ 107,408.08 | - |  |
| Assistant City Engineer                   | \$ 57.49 | - | \$ 63.70 | - | \$ 73.40 | - | \$ 4,599.50 | - | \$ 5,095.87 | - | \$ 5,871.61 | - | \$ 9,965.59  | - | \$ 11,041.05 | - | \$ 12,721.82 | - | \$ 119,587.12 | - | \$ 132,492.56 | - | \$ 152,661.84 | - |  |
| Associate Civil Engineer                  | \$ 48.54 | - | \$ 53.77 | - | \$ 61.94 | - | \$ 3,883.36 | - | \$ 4,301.50 | - | \$ 4,955.25 | - | \$ 8,413.96  | - | \$ 9,319.92  | - | \$ 10,736.37 | - | \$ 100,967.48 | - | \$ 111,839.02 | - | \$ 128,836.43 | - |  |
| Battalion Chief (40)                      | \$ 50.11 | - | \$ 55.53 | - | \$ 65.46 | - | \$ 4,008.69 | - | \$ 4,442.06 | - | \$ 5,236.98 | - | \$ 8,685.49  | - | \$ 9,624.46  | - | \$ 11,346.79 | - | \$ 104,225.91 | - | \$ 115,493.56 | - | \$ 136,161.51 | - |  |
| 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 | - | \$ 136,161.51 | - |  |
| Building Official                         | \$ 53.87 | - | \$ 59.70 | - | \$ 68.77 | - | \$ 4,309.67 | - | \$ 4,776.29 | - | \$ 5,501.49 | - | \$ 9,337.62  | - | \$ 10,348.63 | - | \$ 11,919.90 | - | \$ 112,051.47 | - | \$ 124,193.53 | - | \$ 143,038.77 | - |  |
| Principal Planner                         | \$ 47.63 | - | \$ 52.77 | - | \$ 60.79 | - | \$ 3,810.73 | - | \$ 4,221.41 | - | \$ 4,863.05 | - | \$ 8,256.57  | - | \$ 9,146.39  | - | \$ 10,536.61 | - | \$ 98,078.87  | - | \$ 109,756.71 | - | \$ 126,439.35 | - |  |
| Utilities Super./Chief Treatment Plant Op | \$ 54.76 | - | \$ 60.67 | - | \$ 69.89 | - | \$ 4,380.66 | - | \$ 4,853.74 | - | \$ 5,591.30 | - | \$ 9,491.43  | - | \$ 10,516.44 | - | \$ 12,114.48 | - | \$ 113,897.11 | - | \$ 126,197.23 | - | \$ 145,373.77 | - |  |
| 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 | - | \$ 177,988.44 | - |  |
| Police Lieutenant                         | \$ 53.09 | - | \$ 58.94 | - | \$ 71.31 | - | \$ 4,247.49 | - | \$ 4,714.98 | - | \$ 5,704.91 | - | \$ 9,202.89  | - | \$ 10,215.79 | - | \$ 12,360.64 | - | \$ 110,434.68 | - | \$ 122,589.51 | - | \$ 148,327.74 | - |  |
| 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 | - | \$ 134,841.19 | - |  |
| 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  | - | \$ 118,352.27 | - |  |
| 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  | - | \$ 118,352.27 | - |  |
| 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 | - | \$ 142,153.47 | - |  |
| 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 | - | \$ 152,661.74 | - |  |
| 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  | - | \$ 109,587.23 | - |  |
| 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 | - | \$ 115,059.32 | - |  |



## **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 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.



# City of Grass Valley City Council Agenda Action Sheet

**Title:** Approval of Cost of Living Adjustment (COLA) and Executive Contract Appendix  
**CEQA:** Not a project

**Recommendation:** That Council 1) approve the a 3% Cost of Living Adjustment for all Executive Contract Employees, an option to pay into State Disability Insurance (SDI), and an adjustment to the Police Chief, Fire Chief, Deputy Administrative Services Director and Deputy Police Chief Salary range; 2) review the proposed Amendment to the Employment Agreements (including Appendix A) with Department Directors, City Clerk, and Deputy Directors; 3) authorize the City Manager to execute the agreements subject to legal review; 4) authorize the Finance Director or the City Manager’s designee to make any necessary budget adjustments and/or amendments to complete this action.

**Prepared by:** Timothy M. Kiser, City Manager

**Council Meeting Date:** 10/10/2023

**Date Prepared:** 10/3/2023

**Agenda:** Consent

**Background Information:** Per previous actions of City Council, various City labor groups have agreed to modify their respective current Labor Memorandum of Understandings with the City of Grass Valley to reflect a 3% COLA to address inflationary issues. As such, staff is requesting to; 1) amend all the Executive Contract employees (Police Chief, Administrative Services Director, Fire Chief, City Engineer, Utilities Director, Public Works Director of Operations, City Planner, Deputy Police Chief, Deputy Administrative Services Director, and City Clerk) to provide a three-percent Cost of Living Adjustment (COLA) effective June 25, 2023 (the first day of a pay period coinciding with a July 1, 2023 implementation, 2) allow for individual contracts to pay into State Disability Insurance for Short Term disability, 3) increase the salary range for Police Chief, Fire Chief, Deputy Administrative Services Director and Deputy Police Chief by various amounts.

The estimated fiscal impacts for the Executive Unit include the following:

| Contract Provision Revision                                  | Estimated Annual Incremental Cost                                       |
|--|---|
| Providing a 3% COLA increase to each Executive Director Unit | \$53,220 (General Fund)<br>\$8,388 (Water Fund)<br>\$3,948 (Sewer Fund) |



**Council Goals/Objectives:** This proposed action executes portions of the work tasks towards achieving / maintaining the Strategic Plan goal to maintain a Productive and Efficient Workforce.

**Fiscal Impact:** The estimated incremental annual costs of \$65,556 effective for the beginning of the FY2023/24 has been included in the recommended budget for FY2023/24.

**Funds Available:** Yes

**Account #:** Various

**Reviewed by:** City Manager

**Attachments:**

- Proposed Draft Amendment for Executive Employees
- Proposed Appendix A for Executive Employees

**THIRD AMENDED EMPLOYMENT AGREEMENT BETWEEN  
CITY OF GRASS VALLEY AND **NAME****

This Second Amended Employment Agreement (“Agreement”) is effective as of the 25 day of June 2023 by and between the City of Grass Valley (“City”) and **XXX XXXXX** (“**City Job Title**” or “Employee”) (collectively, the “Parties”).

**RECITALS**

**WHEREAS**, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for their service in the position of **Job Title** effective **Date**; and amended that Original Agreement effective June 27, 2021 (“First Amendment”); and

**WHEREAS**, the City Council desires to provide Employee with a Cost of Living Adjustment (COLA) in recognition of exemplary service to the City; and

**WHEREAS**, parties may modify the Agreement upon mutual written agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the PARTIES to be sufficient, the PARTIES agree as follows:

**TERMS AND CONDITIONS**

1. Section 4 (Compensation) Paragraph A of the Original Agreement is hereby amended to read as follows:

“Section 4 – Compensation

- A. The **Job Title**’s annual salary shall be \$**xxx,xxx**, effective June 25, 2023, payable in equal bi-weekly payments to be made at the same time as other employees are paid.

- 2. Remove and replace Appendix A with the attached Appendix A dated October 10, 2023 reflecting the 3% COLA.
- 3. Remove and replace Appendix A with the attached Appendix A dated October 10, 2023 reflecting the options to enroll into State Disability Insurance at no cost to the City & utilization of any bank of leave.
- 4. All other terms, conditions, and provisions of the Original Agreement, to the extent not modified by this Agreement, shall remain in full force and effect.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY  
City of Grass Valley

EMPLOYEE  
Name

By: \_\_\_\_\_  
Tim Kiser  
City Manager

By: \_\_\_\_\_  
Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Taylor Day  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Michael G. Colantuono,  
City Attorney  
Date: \_\_\_\_\_

# Appendix A - Compensation and Benefits

## Life Insurance and Long-Term Disability, EAP, Retiree Health Plan, other Benefits, and Special Provisions

### A. EMPLOYEE CONTRIBUTIONS

Employee contributions towards health benefits are on a pre-tax basis and subject to IRS rules.

### B. LIFE INSURANCE

The City shall provide term Life insurance benefits for the Employee, without cost to the Employee, of 1.5 times their annual salary up to two hundred thousand dollars (\$200,000) for the Employee, five thousand dollars (\$5,000) for the Employee's spouse and fifteen hundred dollars (\$1,500) for eligible dependent children without cost to the employee.

### C. SHORT TERM/LONG TERM DISABILITY INSURANCE

Short Term – There is no short-term disability coverage however employee may elect to pay into State Disability Insurance (SDI) at no cost to the City, or they may use any leave bank to cover short term disability exceeding 10 workdays and with a doctor's note.

Long Term - 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. EMPLOYEE ASSISTANCE PROGRAM

The City has an established Employee Assistance Program. This program provides confidential counseling help for employees and their families. The Employee Assistance program provides for up to 3 visits.

### E. RETIREE HEALTH PLAN BENEFIT

Employees who become subject to this Plan on or before July 1, 2011, who retire from the City in good standing, who have at least five years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$500 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

# Appendix A - Compensation and Benefits

Employees who become subject to this Plan after July 1, 2011, who retire from the City in good standing, who have at least ten years of Grass Valley service, who elect to retain CalPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$250 towards the CalPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.

If the Employee so desires, his/her spouse may be added at the additional cost difference of the Employee plus one and the Employee pays the difference. If the Employee retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the Employee retiree to ensure that the City receives payment. Failure to pay the retiree's contribution in a timely manner (i.e., within 30 days of due date) will result in the loss of the benefit.

Employees waiving health care coverage shall receive two hundred fifty dollars (\$250) per month less the cost of any elected dental or vision insurance per month until eligible for Medicare or is hired and has healthcare coverage available from the new employment. 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 per month.

## Personal Leave

The purpose of Personal Leave is to provide Employees the ability to accrue time for vacation, sick leave and personal leave situations.

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.

No Employee may carry a balance of more than 520 hours of their Personal Leave. Employees who have accumulated 520 hours of Personal Leave will accrue no further Personal Leave until they have used Personal Leave in an amount sufficient to bring their accumulated Personal Leave balance below 520 hours. Employees may convert up to 160 hours of accrued Personal Leave to salary compensation once each year. Personal Leave conversion of a maximum of 160 hours to salary must be submitted by December 20th of each year. 100% of Personal Leave hours in excess of the maximum accrual amount may be converted to banked PERS service credit in accordance with CalPERS regulations.

Employees who become subject to this Plan after July 1, 2011, must convert all accumulated Vacation Leave, 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, or converted to banked PERS service credit in accordance with CalPERS regulations. Upon separation

## Appendix A - Compensation and Benefits

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. (For example, if an employee is compensated for 450 hours of sick leave at the 50% rate, the uncompensated 225 hours would go to PERS service credit as allowed by PERS.)

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)

After 2 plus years of city service, credit for prior public service may be included for purposes of calculating annual time subject to the City Manager approval. Prior public service shall be similar in nature to the duties being performed by the Employee for City to be eligible for this benefit.

### Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Grass Valley or any governmental agency to obtain and maintain as a condition of employment.

### Holidays

Employees are entitled to 12 paid holidays as listed below.  
 Recognized Holidays shall include:

|                        |                            |
|------------------------|----------------------------|
| New Year's Eve         | New Year's Day             |
| Presidents Day         | Veterans Day               |
| Martin Luther King Day | Thanksgiving Day           |
| Memorial Day           | The Day After Thanksgiving |
| July 4 <sup>th</sup>   | Christmas Eve              |
| Labor Day              | Christmas Day              |

A paid holiday is equivalent to eight hours, for a total of 96 hours per year. Holiday hours are accrued outside of Personal Leave, must be used within the calendar year accrued. Unused holiday hours may not be carried over into any subsequent calendar year or "cashed out."

### Special Provisions

#### A. PUBLIC SAFETY ALLOWANCE

# Appendix A - Compensation and Benefits

The Police Chief, Deputy Police Chief, and Fire Chief shall be provided a uniform and cleaning allowance. The amount of the benefit will be the same as established under Unit 6 for the Police Chief and under Unit 8 for the Fire Chief.

The Police Chief & Deputy Police Chief shall receive an annual stipend of \$1,000 for attending community events.

## B. VEHICLE ALLOWANCE

The Police Chief, Deputy Police Chief, Fire Chief and Public Works Director shall be provided a vehicle. Other Employees may be granted a car allowance subject to the City Manager's approval and in accordance with City adopted policies. Employees will have access to City "Pool" vehicles for conducting City business or will be eligible for mileage reimbursement for personal vehicle use when conducting City business in accordance with City adopted policies.

## C. TRAINING/MEMBERSHIPS

Employees shall be entitled to training, travel, workshops, and professional memberships, for the purpose of personal growth and enrichment subject to the annual amounts budgeted each year in the respective department for this purpose. City agrees to reimburse Employee for reasonable expenses for training, travel, workshops and professional memberships which have been authorized by the City Budget and approved in advance by the City Manager. Employee must submit expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

## D. PUBLIC EMPLOYEES RETIREMENT SYSTEM

All Employees will be members of the California Public Employees Retirement System as provided by the terms of the contracts between the City of Grass Valley and the California Public Employees Retirement System.

# Appendix A - Compensation and Benefits

| <b>Salary Schedule</b>                        |                      |               |               |
|---|----------------------|---------------|---------------|
| <i>Position</i>                               | <i>Annual Salary</i> |               |               |
|   | <i>Min</i>           | <i>Mid</i>    | <i>Max</i>    |
| Police Chief                                  | \$ 159,478.26        | \$ 189,779.13 | \$ 220,080.00 |
| Administrative Services Director              | \$ 139,107.94        | \$ 166,077.84 | \$ 193,047.75 |
| Fire Chief                                    | \$ 152,149.54        | \$ 181,115.46 | \$ 210,081.38 |
| Community Development Director                | \$ 130,413.71        | \$ 156,052.85 | \$ 181,692.00 |
| City Engineer                                 | \$ 126,615.24        | \$ 144,703.13 | \$ 176,400.00 |
| Utilities Director                            | \$ 126,615.24        | \$ 144,703.13 | \$ 176,400.00 |
| Public Works Director of Operations           | \$ 126,615.24        | \$ 144,703.13 | \$ 176,400.00 |
| City Planner                                  | \$ 108,665.00        | \$ 123,677.25 | \$ 138,689.50 |
| Deputy Police Chief                           | \$ 143,530.43        | \$ 170,801.21 | \$ 201,476.00 |
| Deputy Administrative Services Director       | \$ 132,628.24        | \$ 153,185.62 | \$ 173,743.00 |
| City Clerk                                    | \$ 86,941.63         | \$ 100,249.57 | \$ 113,557.50 |
| Deputy City Clerk/Management Services Analyst | \$ 78,248.07         | \$ 90,224.91  | \$ 102,201.75 |





## City of Grass Valley City Council Agenda Action Sheet

**Title:** 2018 Wastewater Treatment Plant Improvements Project - Final Acceptance

**CEQA:** N/A - Project is Complete

**Recommendation Motion:** That Council 1) accept the 2018 Wastewater Treatment Plant Improvements Project as complete, 2) authorize the City Engineer to process final payment to the contractor, and 3) Authorize the City Engineer to file a Notice of Completion with the County Recorder.

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

**Council Meeting Date:** 10/10/2023

**Date Prepared:** 10/04/2023

**Agenda:** Consent

**Background Information:** On August 14, 2018, Council authorized the award of a construction contract to Record Steel and Construction, Inc (RSCI) for the 2018 Wastewater Treatment Plant Improvements Project. The project involved the complete replacement and modernizing of the monitoring and control system at the wastewater treatment plant.

A total of four change orders were authorized during the course of construction. Change order work was primarily previously budgeted treatment plant upgrades, which were more efficiently executed by the contractor during associated construction operations.

All of the work has now been completed by the contractor with the principal construction work wrapping up in October 2020. An added task order for collection and distribution system asset management integration with NEXGEN has just recently been completed after many complications and delays. Upon Council's acceptance of the project, Staff will file a Notice of Completion with the County Recorder's Office.

Staff requests that Council accept the project as complete and authorize the City Engineer to complete final payment to the contractor in the amount of \$40,000.00.

**Council Goals/Objectives:** The 2018 Wastewater Treatment Plant Improvements Project executes portions of work tasks towards achieving/maintaining Strategic Plan Goal - Water & Wastewater Systems & Underground Infrastructure.

**Fiscal Impact:** The final project payment is fully funded in the FY 2023/2024 CIP Budget with Sewer Rate funds.

**Funds Available:** Yes

**Account #:** 300-406-66960

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

RECORDING REQUESTED BY and  
WHEN RECORDED MAIL TO:

**ENGINEERING DIVISION  
CITY OF GRASS VALLEY  
125 East Main Street  
Grass Valley, CA 95945**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

**NOTICE IS HEREBY GIVEN THAT:**

1. That the undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is the **City of Grass Valley**.
3. The FULL ADDRESS of the OWNER is **125 East Main Street, Grass Valley, CA 95945**.
4. The nature of the INTEREST or ESTATE of the undersigned is: **FEE**.
5. A work of improvement on the property hereinafter described was COMPLETED: **September 29, 2023**.
6. The work of improvement completed is described as follows: **2018 Wastewater Treatment Plant Improvements Project, City Project No. 17-03**
7. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: **Record Steel and Construction Inc.**
8. The street address of said property is: **556 Freeman Lane**.
9. The property on which said work of improvement was completed is in the City of **Grass Valley**, County of **Nevada**, State of California and is described as follows: **Wastewater Treatment Plant Improvements**.

\_\_\_\_\_  
City of Grass Valley  
Owner

by: \_\_\_\_\_  
Bjorn P. Jones PE, City Engineer

"I certify under penalty of perjury that the foregoing is true and correct."

\_\_\_\_\_  
(Date and Place)

\_\_\_\_\_  
(Signature)



# City of Grass Valley City Council Agenda Action Sheet

**Title:** Public Works Department Restructuring

**CEQA:** Not a Project

**Recommendation:** That Council 1) approve the proposed reorganization of the Public Works Department; and 2) approve the job descriptions and associated salary schedules for the Utilities Superintendent and Treatment Plant Superintendent.

**Prepared by:** Trever Van Noort, Utilities Director

**Council Meeting Date:** 10/10/2023

**Date Prepared:** 9/26/2023

**Agenda:** Administrative

**Background Information:** The City’s existing Public Works structure will benefit from adding Unit 1 management of water and wastewater staff. Staff is proposing to assign these management duties to the new job descriptions/positions of Utilities Superintendent and Treatment Plant Superintendent.

The water and sewer field crews will be overseen by the Utilities Superintendent. This title, description, and salary will replace those existing for the title of Utilities Superintendent/Chief Treatment Plant Operator.

The water and wastewater treatment plant staff will be overseen by the Treatment Plant Superintendent. This title, description, and salary will replace those existing for the title of Assistant Chief Treatment Plant Operator.

Both positions will report to the Utilities Director. The intent of this restructuring would be to promote from within and will result in increasing the number of approved City positions by one position. The job descriptions for the Utilities Superintendent and Treatment Plant Superintendent and associated salary schedules are attached for Council review and approval.

**Council Goals/Objectives:** This action executes portions of work tasks towards achieving/maintaining Strategic Plan objectives of Productive and Efficient Workforce.

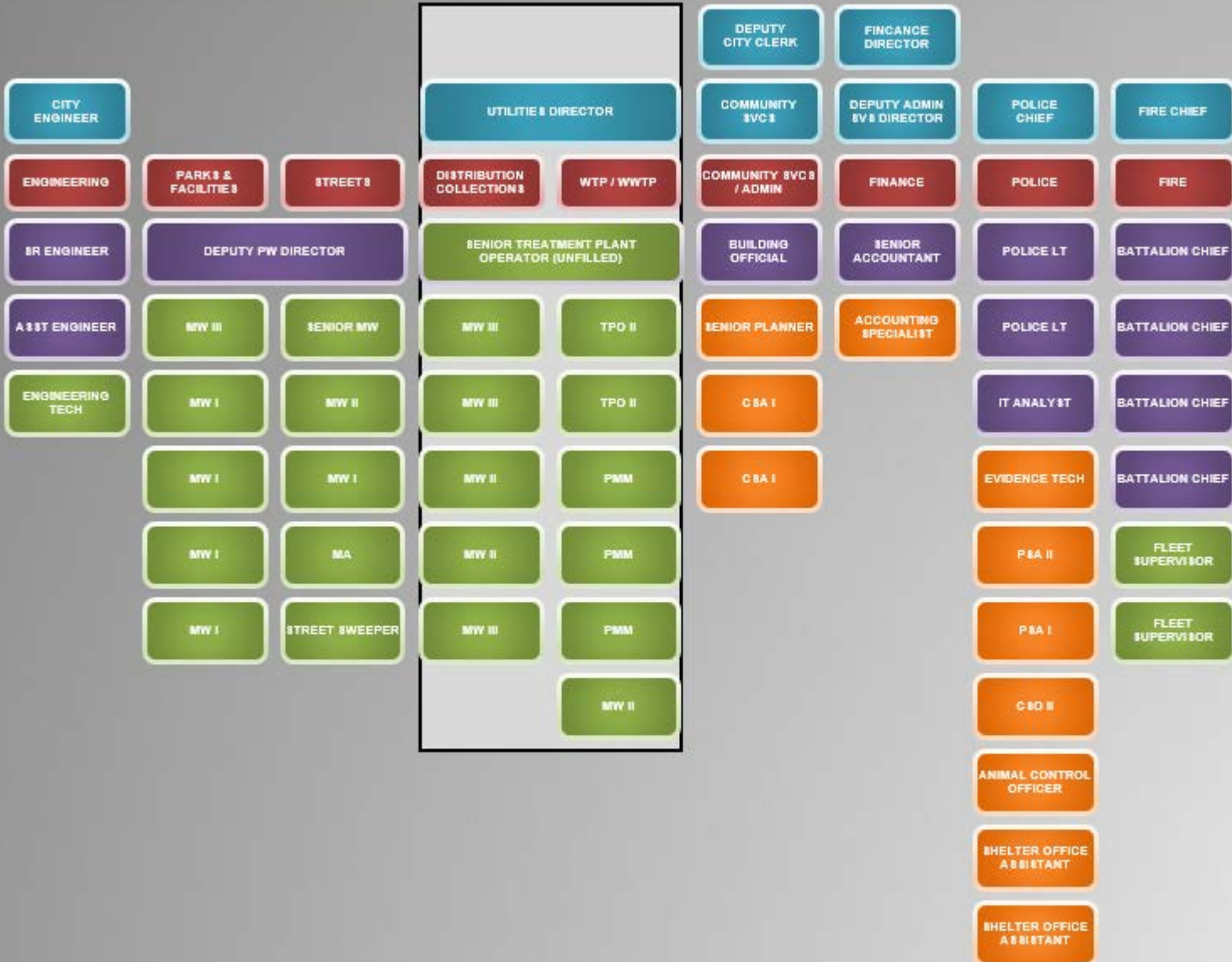
**Fiscal Impact:** Salary impacts will be a minimal increase to net neutral if the staff is successful with promoting from within the organization.

**Funds Available:** Yes

**Account #:** 500-703-50010

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

**Attachments:** Existing Organizational Chart; Proposed Organizational Chart; Utilities Superintendent job description; Treatment Plant Superintendent job description; Proposed salary schedule

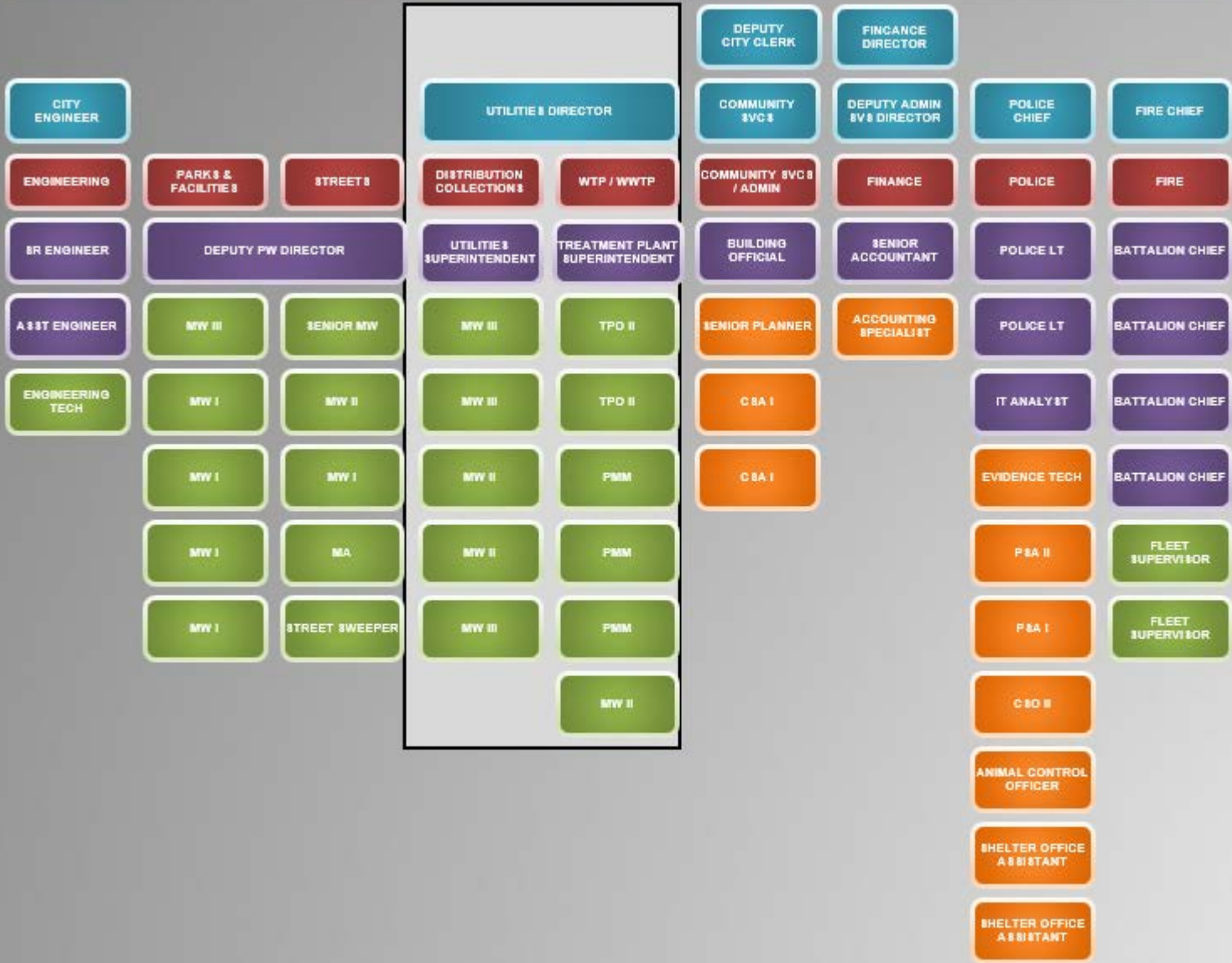


LEGEND



CITY MANAGER

Item # 10.



LEGEND



**PROPOSED**



## UTILITIES SUPERINTENDENT

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**Department: Public Works Department**

**FLSA Status: Exempt**

**Reports To: Public Works Utilities Director/CTPO**

**Unit: 1, Full-time Position**

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### **SUMMARY OF JOB PURPOSE**

Under general direction of the Public Works Utilities Director/CTPO, manages assigned operating divisions of the department of Public Works; to plan, implement, and carry out the department's maintenance programs; to direct, through subordinate supervisors and staff engaged in a wide variety of maintenance, operation, and repair activities; and to perform related work as required.

The Utilities Superintendent is responsible for carrying out the mission of the City and the Public Works department in conformance with departmental and City of Grass Valley organizational values.

Subject to the disciplinary process, management reserves the right to terminate an incumbent in the Superintendent II classification for lack of maintaining the required certifications.

### **SUPERVISION RECEIVED AND EXERCISED**

The Utilities Superintendent is a management level classification responsible for assisting the Public Works Utilities Director/CTPO in the day-to-day business of administering, directing, and supervising water and wastewater field crews.

This position receives general direction from the Public Works Utilities Director/CTPO and exercises direct supervision over assigned subordinate professional, field crews, technical and/or clerical staff, including recruiting, hiring, evaluating, and disciplining assigned personnel.

### **ESSENTIAL FUNCTIONS (include but are not limited to listed tasks)**

1. Plans, coordinates, and supervises work activities for assigned operations; participates in the development of the department's work plans; assigns work activities, projects and programs; monitors workflow; reviews and evaluates work product, methods and procedures.
2. Assists in the development, planning and implementation of departmental goals and objectives; assists in the development and implementation of department policies and procedures.
3. Evaluate operations and activities of assigned departments; recommend improvements and modifications; prepare various reports on operations and activities.
4. Directs, plans, prioritizes, assigns, supervises, and reviews the work of subordinate staff

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## UTILITIES SUPERINTENDENT

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in assigned functions and activities; monitors and evaluates work in progress to ensure compliance with goals and policies.

5. Monitors work activities to ensure safe practices, quality and accuracy; ensures compliance to applicable rules, policies and procedures.
6. Assists with supervision and coordination of all activities involving water- and wastewater-treatment divisions including but not limited ensuring compliance with SWRCB requirements, OSHA compliance, stormwater permits, spill containment, air permits, emergency action plans, site security and landscaping.
7. Participates in the selection of staff; recommends the appointment of subordinate personnel; trains, motivates and evaluates staff; provides or coordinates staff training; works with employees to correct deficiencies; assists in the implementation of discipline procedures, and reports same to Public Works Utilities Director/CTPO.
8. Orders and maintains inventory; oversees materials, services, and contracts relating to Public Works water and wastewater infrastructure.
9. Receives and responds to public inquiries, requests for assistance, and complaints regarding assigned water and wastewater activities; participates in public meetings, as necessary.
10. Establishes and maintains positive working relationships with representatives of community organizations, state/local agencies, consultants, contractors, City management and staff, and the public.
11. Coordinates assigned division activities with those of other departments and outside agencies and organizations; provides staff assistance to the Public Works Utilities Director/CTPO; prepares and presents reports and other necessary correspondence.
12. Interprets meter and gauge readings and test results to determine and implement necessary actions.
13. Participates in the development and administration of the Public Works budgets; forecasts additional funds needed for staffing, equipment, materials and supplies for assigned activities; monitors and approves expenditures; implements midyear adjustments.
14. Conducts regular safety training sessions; confers with staff on injuries, accidents, and safety hazards.
15. Answers questions and provides information to the public; investigate complaints and implement corrective actions as necessary to resolve complaints.
16. Oversees the supervision, training, and appraisal of assigned staff.

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## UTILITIES SUPERINTENDENT

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17. Assists in developing short- and long-term maintenance programs.
18. Assist with determining priorities and estimates labor, equipment, and material costs for special projects.
19. Performs general administrative work as required, including but not limited to preparing reports, logs, and correspondence; recording and entering data; utilizing phones, tablets, PCs, etc.
20. Supervises the use of specialized equipment for water and wastewater systems' maintenance, installation and repair.
21. Receives, creates, completes and assigns work orders for the maintenance, repair, or replacement of equipment and assets; supervises staff responsible for the maintenance, repair, and replacement of equipment and assets, including work performed by contracted personnel; prepares and reviews related documentation.
22. Supervises the daily operation and maintenance of assigned division(s) within the Public Works department.
23. Trains new employees in work operations and job safety.
24. Assists with reports for appropriate agencies; maintains records.
25. Responds to emergencies related to water and/or sewer systems.
26. Enters and works in a confined space; supervises confined space entries.
27. Performs related duties as assigned.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

#### **Knowledge of:**

1. Principles and practices for water and wastewater systems' installation, maintenance, repair, and risk management issues.
2. Equipment, tools, and materials used in water and wastewater systems' installation, maintenance, and repair.
3. Principles of supervision, training, and performance evaluations.
4. Principles of budget monitoring.
5. Principles and practices of safety management.

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## UTILITIES SUPERINTENDENT

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6. Pertinent local, state and federal laws, ordinances, and rules.
7. Computers and software for use in work orders and recordkeeping.
8. Methods and techniques of contract negotiation and administration.
9. Methods and techniques of supervision, employee evaluation, training, and motivation.
10. Principles and practices of fiscal control, supervision, personnel administration, and management.
11. Applicable local, state, and federal laws, codes, and regulations.
12. Occupational hazards and standard safety practices.
13. Technical and operational characteristics of water systems.
14. Modern and complex equipment, principles and practices used for utility billing, data collection, and customer service.

### Skills in:

1. Interpreting and complying with applicable guidelines, codes, ordinances, laws, and regulations issued by City, county, state, and federal agencies.
2. Inspecting assigned areas for a wide variety of maintenance, repair, and risk management issues.
3. Applying laws, regulations, codes and departmental policies.
4. Recognizing, prioritizing and accomplishing needed tasks.
5. Clear written and verbal communication.

### Ability to:

1. Plan and organize efficient and effective work schedules.
2. Evaluate existing processes and procedures for improvement.
3. Read and interpret maps, sketches, drawings, specifications, and technical manuals.
4. Read, decipher, and understand plans for infrastructure components and pipelines.
5. Oversee contracts.
6. Represent the interests of the Public Works department in the community and at meetings, as required.
7. Administer budgets for assigned activities.
8. Operate computers, mobile devices, and related software programs, specifically software to assist in the operation of Public Works functions including purchasing, and work orders.
9. Gain cooperation through discussion, consensus building and persuasion.
10. Interpret, explain and apply applicable laws, codes and regulations.

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## UTILITIES SUPERINTENDENT

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11. Read, interpret, and record data accurately.
12. Organize, prioritize, and follow up on work assignments.
13. Work independently and as part of a team.
14. Make sound decisions within established guidelines.
15. Follow written and oral instructions.
16. Observe safety principles and work in a safe manner.
17. Communicate clearly and concisely, both orally and in writing.
18. Establish and maintain effective working relationships.
19. Motivate employees to perform to the best of their abilities, evaluate employee job performance and initiate recognition and disciplinary procedures where appropriate.
20. Organize, implement and direct operations and activities of assigned division(s).

### QUALIFICATIONS

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

### PHYSICAL REQUIREMENTS

1. Must be free from any physical, emotional, or mental condition which might adversely affect the ability to perform essential job duties.
2. While performing necessary field duties, must be capable of moving about safely while maintaining body equilibrium to prevent falling on narrow, uneven and slippery surfaces.
3. Must have a clear field of vision and adequate hearing while working around various types of construction equipment. May infrequently be required to climb a ladder.
4. Must be able to sit at a confined workstation for extended periods or work at a drafting table for extended periods while performing essential duties.
5. On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk, perform simple grasping and fine manipulation, use a telephone, and communicate through written means.
6. While performing the duties of this job the incumbent is regularly required to stand, walk, sit, drive, use hands and fingers, handle or feel, reach with hands and arms, grasp, hold, and manipulate tools and talk and hear. The incumbent is occasionally required to climb, balance and stoop, kneel, crouch, or crawl and must frequently lift and/or carry up to 50 pounds alone, and up to 100 pounds with assistance. Specific vision ability required by

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## UTILITIES SUPERINTENDENT

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this job includes close vision, color vision, peripheral vision, depth perception and ability to adjust focus with or without ocular aids. The incumbent must be able to work in variable temperatures and weather conditions. Have the ability and willingness to work around and tolerate unpleasant odors and objectionable substances common to the field.

### EDUCATION AND EXPERIENCE

A typical way to obtain the knowledge and skills is:

1. High School Diploma or General Education Degree (GED) and two (2) years of experience performing duties comparable to those of a Senior Maintenance Worker or six (6) years of experience of a Maintenance Worker III; OR an equivalent combination of education and experience that would provide the necessary knowledge, skills, and abilities.
2. Two (2) years of experience in water distribution system maintenance, two (2) years' experience in sewer collection system maintenance OR equivalent experience that would provide the necessary knowledge, skills, and abilities.

### CERTIFICATES, LICENSES AND REGISTRATIONS

1. Must have an acceptable driving record and maintain a Class B California driver's license.
2. Incumbents are required to have and maintain a California SWRCB Grade II certification as a Distribution Operator (D2) and obtain a California SWRCB Grade III Distribution Operator (D3) within twelve (12) months of hire.
3. Incumbents are required to have and maintain a California SWRCB Wastewater Grade II certification within twenty-four (24) months of hire.
4. Incumbents are required to have and maintain a California SWRCB Grade II certification as a Water Treatment Operator (T2) within twelve (12) months of hire.
5. Register with the State Water Resources Control Board as legally responsible official (LRO) to enter, certify, and submit data into the online sanitary sewer overflow (SSO) database on behalf of City of Grass Valley in accordance with Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WQO No. 2006-0003).
6. Possession of confined space entry supervisor certification.
7. Subject to the disciplinary process, management reserves the right to terminate an incumbent in the Utilities Superintendent classification for lack of maintaining the required certifications and/or licenses.

### LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations; write reports, business correspondence, and

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## UTILITIES SUPERINTENDENT

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procedure manuals; effectively present information and respond to questions from managers, employees, and the general public.

### **MATHEMATICAL SKILLS**

Ability to perform mathematical concepts such as: fractions, percentages, ratios, and proportions to practical situations; ability to work with mathematical concepts such as probability and statistical inference.

### **REASONING ABILITY**

Ability to apply common sense and understanding to carry out instructions furnished in written, oral, or diagram form. Resolve problems involving several known variables in standardized situations using standard industry and departmental processes and/or procedures.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an incumbent to successfully perform the essential functions of this job.

While performing the duties of this job the incumbent is regularly required to stand, walk, sit, drive, use hands and fingers, handle or feel, reach with hands and arms, grasp, hold, and manipulate tools and talk and hear. The incumbent is occasionally required to climb, balance and stoop, kneel, crouch, or crawl and must frequently lift and/or carry up to 50 pounds alone, and up to 100 pounds with assistance. Specific vision ability required by this job includes close vision, color vision, peripheral vision, depth perception and ability to adjust focus with or without ocular aids. The incumbent must be able to work in variable temperatures and weather conditions. Have the ability and willingness to work around and tolerate unpleasant odors and objectionable substances common to the field.

### **WORKING ENVIRONMENT**

While performing the duties of this job the incumbent is regularly exposed to outside elements of wet and/or humid conditions, rain, snow and heat; moving mechanical parts; fumes or airborne particles and toxic or caustic chemicals. The incumbent is occasionally exposed to risk of electrical shock and vibration, and steady level of loud noise.

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**UTILITIES SUPERINTENDENT**

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**GENERAL**

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

I have read and understand the contents of this job description, and I have received a copy of this job description for my records.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Adopted:

Revised:

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**TREATMENT PLANT SUPERINTENDENT**

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**Department: Public Works Department**

**FLSA Status: Exempt**

**Reports To: Public Works Utilities Director/CTPO**

**Unit: 1, Full-time Position**

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**SUMMARY OF JOB PURPOSE**

Under general direction of the Public Works Utilities Director/CTPO, assigned operating divisions of the department of Public Works; to plan, implement, and carry out the department's maintenance programs; to direct, through subordinate supervisors and staff engaged in a wide variety of maintenance, operation, and repair activities; and to perform related work as required.

The Treatment Plant Superintendent is responsible for carrying out the mission of the City and the Public Works Department in conformance with departmental and City of Grass Valley organizational values. The Treatment Plant Superintendent shall maintain the appropriate licenses/certifications to be the City's designated ACTPO and perform all functions/duties required by the State of California as the City's designee in the absence of the City's designated Public Works Utilities Director/CTPO .

Subject to the disciplinary process, management reserves the right to terminate an incumbent in the Treatment Plant Superintendent classification for lack of maintaining the required certifications and/or licensure.

**SUPERVISION RECEIVED AND EXERCISED**

The Treatment Plant Superintendent is a management level classification responsible for assisting the Public Works Utilities Director/CTPO in the day-to-day business of administering, directing and supervising water- and wastewater-treatment divisions.

Exercises supervision of the operational requirements of the water and wastewater treatment plants, and subordinate professional and field crews, technical and/or clerical staff, including recruiting, hiring, evaluating, and disciplining assigned personnel.

**ESSENTIAL FUNCTIONS (include, but are not limited to listed tasks)**

1. Plans, coordinates, and supervises work activities for assigned water- and wastewater-treatment staff; participates in the development, planning and implementation of the department's work plans; assigns work activities, projects and programs; monitors workflow; reviews and evaluates work product, methods and procedures.
2. Assists in the development, planning and implementation of departmental goals and

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## TREATMENT PLANT SUPERINTENDENT

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- objectives; assists in the development and implementation of department policies and procedures.
3. Evaluate operations and activities of assigned departments; recommend improvements and modifications; prepare various reports on operations and activities.
  4. Directs, plans, prioritizes, assigns, supervises, and reviews the work of subordinate staff in assigned functions and activities; monitors and evaluates work in progress to ensure compliance with goals and policies.
  5. Monitors work activities to ensure safe practices, quality and accuracy; ensures compliance to applicable rules, policies and procedures.
  6. Assists with supervision and coordination of all activities involving water- and wastewater-treatment divisions including but not limited ensuring compliance with National Pollutant Discharge Elimination System (NPDES) requirements, OSHA compliance, stormwater permits, spill containment, air permits, emergency action plans, site security and landscaping.
  7. Participates in the selection of staff; recommends the appointment of subordinate personnel; trains, motivates and evaluates staff; provides or coordinates staff training; works with employees to correct deficiencies; assists in the implementation of discipline procedures, and reports same to Public Works Utilities Director/CTPO.
  8. Orders and maintains inventory; oversees materials, services, and contracts relating to Public Works water- and wastewater-treatment operations.
  9. Receives and responds to public inquiries, requests for assistance, and complaints regarding assigned water and wastewater activities; participates in public meetings, as necessary.
  10. Establishes and maintains positive working relationships with representatives of community organizations, state/local agencies, consultants, contractors, City management and staff, and the public.
  11. Coordinates assigned division activities with those of other departments and outside agencies and organizations; provides staff assistance to the Public Works Utilities Director/CTPO; prepares and presents reports and other necessary correspondence.
  12. Interprets meter and gauge readings and test results to determine and implement processing requirements.
  13. Participates in the development and administration of the Public Works budgets; forecasts additional funds needed for staffing, equipment, materials and supplies for assigned activities; monitors and approves expenditures; implements midyear adjustments.

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### TREATMENT PLANT SUPERINTENDENT

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14. Monitors, and assists with lab operations and sample scheduling.
15. Conducts regular safety training sessions; confers with staff on injuries, accidents and safety hazards.
16. Answers questions and provides information to the public; investigate complaints and implement corrective actions as necessary to resolve complaints.
17. Oversees the supervision, training, and appraisal of assigned staff.
18. Assists in developing short- and long-term maintenance programs.
19. Assist with determining priorities and estimates labor, equipment, and material costs for special projects.
20. Performs general administrative work as required, including but not limited to preparing reports, logs, and correspondence; recording and entering data; utilizing phones, tablets, PCs, etc.
21. Supervises the use of specialized equipment involved in water- and wastewater-treatment operations; schedules preventive maintenance at treatment plants, pumping stations and related facilities.
22. Receives, creates, completes, and assigns work orders for the maintenance, repair, or replacement of equipment and assets; supervises staff responsible for the maintenance, repair, and replacement of equipment and assets, including work performed by contracted personnel; prepares and reviews related documentation.
23. Trains new employees in work operations and job safety.
24. Assists with reports for appropriate agencies; maintains records.
25. Responds to emergencies related to water and/or sewer systems.
26. Oversees major repair work, such as disassembling and reassembling of valves, pumps, gear cases, chemical solution pumps, sludge pumps, water pumps, wastewater pumps and other related equipment.
27. Enters and works in a confined space; supervises confined space entries.
28. Inspects plant machinery, equipment, grounds, and facilities to determine the need for repair or corrective actions.
29. Supervise plant operations; assure proper adjustment of plant processes; coordinate sampling operations to assure proper balance of treatment steps and meeting effluent requirements; ensure the proper conduct of laboratory tests performed by operations staff.

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## TREATMENT PLANT SUPERINTENDENT

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30. Respond to water and/or wastewater emergencies.
31. Maintain the City's SCADA system and implement necessary changes.
32. Performs related duties as assigned.

### KNOWLEDGE, SKILLS, AND ABILITIES

#### Knowledge of:

1. Principles and practices of wastewater treatment plant operations and maintenance.
2. Equipment, tools, and materials used in wastewater treatment operations and maintenance activities.
3. Principles of supervision, training, and performance evaluations.
4. Principles of budget monitoring.
5. Principles and practices of safety management.
6. Pertinent local, state and federal laws, ordinances, and rules.
7. Computers and software (i.e., SCADA) for use in process control.
8. Methods and techniques of contract negotiation and administration.
9. Methods and techniques of supervision, employee evaluation, training and motivation.
10. Principles and practices of fiscal control, supervision, personnel administration and management.
11. Applicable local, state, and federal laws, codes, and regulations.
12. Occupational hazards and standard safety practices.
13. Technical and operational characteristics of water- and wastewater-treatment plants.

#### Skills in:

1. Interpreting and complying with applicable guidelines, codes, ordinances, laws, and regulations issued by City, county, state, and federal agencies.
2. Inspecting assigned areas for a wide variety of maintenance, repair and risk management issues.
3. Applying laws, regulations, codes and departmental policies.
4. Recognizing, prioritizing and accomplishing needed tasks.
5. Clear written and verbal communication.

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## TREATMENT PLANT SUPERINTENDENT

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**Ability to:**

1. Interpret and comply with provisions of applicable codes, ordinances, and regulations enforceable by the City and/or other regulatory agencies, especially those pertaining to wastewater and water standards and practices; and interpret lab data for process control.
2. On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports, and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.
3. On a continuous basis, sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone, and write or use a keyboard to communicate through written means.
4. Program, operate and maintain telemetry SCADA system to control the Water and Wastewater Treatment Facilities, including sewer lift stations.
5. Interpret and analyze SCADA information.
6. Plan and organize efficient and effective work schedules.
7. Evaluate existing systems and procedures for improvement.
8. Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
9. Read and interpret maps, sketches, drawings, specifications, and technical manuals.
10. Read, decipher, and understand plans and specifications for infrastructure components and pipelines.
11. Perform planned maintenance and emergency work under confined space conditions.
12. Represent the interests of the Public Works in the community and at professional meetings as required.
13. Administer budgets for assigned activities.
14. Gain cooperation through discussion, consensus building and persuasion.
15. Work independently and as part of a team.
16. Make sound decisions within established guidelines.
17. Establish and maintain effective working relationships.

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



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## TREATMENT PLANT SUPERINTENDENT

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### QUALIFICATIONS

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

### EDUCATION AND EXPERIENCE

A typical way to obtain the knowledge and skills is:

1. To have a high school diploma or GED and three (3) years of recent, full-time general mechanical or maintenance experience, which includes experience in the maintenance of pumps, electric motors, electric motor control panels, gear reduction drives and chain driven equipment.
2. An Associates degree or higher in a related field from an accredited college or university may substitute for one (1) year of general mechanical or maintenance experience.

### CERTIFICATES, LICENSES AND REGISTRATIONS

1. Must have an acceptable driving record and a Class C California Driver's License.
2. Possession of a valid California SWRCB Grade III or higher Wastewater Treatment Plant Operator Certificate, issued by the California Water Resources Control Board and possession of a valid California SWRCB Grade III or higher Water Treatment Plant Operator Certificate.
3. Incumbents are required to acquire and maintain a California SWRCB Grade IV Wastewater Treatment Plant Operator Certification within 12 months from date of appointment.
4. Incumbents are required to have and maintain a California SWRCB Grade II certification as a Distribution Operator (D2) within twelve (12) months of hire.
5. Possession of confined space entry supervisor certification.
6. Subject to the disciplinary process, management reserves the right to terminate an incumbent in the Treatment Plant Superintendent classification for lack of maintaining the required certifications and/or licenses.

### LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations; write reports, business correspondence, and procedure manuals; effectively present information and respond to questions from managers, employees, and the general public.

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## TREATMENT PLANT SUPERINTENDENT

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### **MATHEMATICAL SKILLS**

Ability to perform mathematical concepts such as: fractions, percentages, ratios, and proportions to practical situations; ability to work with mathematical concepts such as probability and statistical inference.

### **REASONING ABILITY**

Ability to apply common sense and understanding to carry out instructions furnished in written, oral, or diagram form. Resolve problems involving several known variables in standardized situations using standard industry and departmental processes and/or procedures.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an incumbent to successfully perform the essential functions of this job.

While performing the duties of this job the incumbent is regularly required to stand, walk, sit, drive, use hands and fingers, handle or feel, reach with hands and arms, grasp, hold, and manipulate tools and talk and hear. The incumbent is occasionally required to climb, balance and stoop, kneel, crouch, or crawl and must frequently lift and/or carry up to 50 pounds alone, and up to 100 pounds with assistance. Specific vision ability required by this job includes close vision, color vision, peripheral vision, depth perception and ability to adjust focus with or without ocular aids. The incumbent must be able to work in variable temperatures and weather conditions. Have the ability and willingness to work around and tolerate unpleasant odors and objectionable substances common to the field.

### **WORKING ENVIRONMENT**

While performing the duties of this job the incumbent is regularly exposed to outside conditions, wet and/or humid conditions, rain, snow, and heat; moving mechanical parts; fumes or airborne particles and toxic or caustic chemicals. The incumbent is occasionally exposed to risk of electrical shock and vibration, and a steady level of loud noise.

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**TREATMENT PLANT SUPERINTENDENT**

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**GENERAL**

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

I have read and understand the contents of this job description, and I have received a copy of this job description for my records.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Adopted:

Revised:

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**PROPOSED NEW POSITIONS/TITLES/REQUIREMENTS/SALARIES**

| TITLE   | UNIT | REQ 1 | REQ 2 | REQ 3       | REQ 4 | MIN     | MID     | MAX     |
|---|------|-------|-------|-------------|-------|---------|---------|---------|
| <b>UTILITIES SUPERINTENDENT</b>                     | 1    | D3    | T2    | CLASS-B CDL | WW2   | \$40.37 | \$45.80 | \$51.23 |
| Replacing: Utilities Superintendent/CTPO            | 1    | D2    | T2    | CLASS-B CDL |       | \$52.90 | \$58.61 | \$67.52 |
| <b>TREATMENT PLANT SUPERINTENDENT</b>               | 1    | T3    | WW4   | D2          |       | \$43.64 | \$49.51 | \$55.38 |
| Replacing: Assistant Chief Treatment Plant Operator | 1    | T3    | WW4   |             |       | \$49.08 | 54.11   | \$62.28 |



## City of Grass Valley City Council Agenda Action Sheet

**Title:** A meeting to continue the discussion of Fire Resiliency and Vegetation Management and an acceptable level of risk relating to wildfires and extreme weather conditions.

**CEQA:** Not a Project.

**Recommendation:** That Council 1) receive additional information from staff relating to Fire Resiliency and Vegetation Management including responses to some of the questions raised to date; 2) present and receive Council input on the conceptual expenditure plans for a potential sale tax; 3) gain additional input from the Council and community on Fire and Vegetation Management and a potential tax; and 4) review a schedule of next steps with City Council.

**Prepared by:** Timothy M. Kiser, City Manager

**Council Meeting Date:** October 10, 2023

**Date Prepared:** October 3, 2023

**Agenda:** Administrative

**Background Information:** This gathering aims to discuss mitigating the risks of wildfires and extreme weather events in Grass Valley through fire and vegetation management. This meeting is part of a series of discussions that the City Council and staff have had over the last couple of months.

At the Council meeting of September 26<sup>th</sup>, staff discussed fire resiliency based upon comments previously received, and two papers written by Eric Saylor, a firefighter with a Master's Degree in Security Studies from the Naval Post Graduate School. Studies and research have shown that properly staffed fire engine companies have a positive impact. Additionally, staff has developed two preliminary expenditure plans to continue the conversation about a potential sales tax and placing a tax on the ballot for March 2024. The next step is to determine what is an acceptable level of risk for the community regarding fires and extreme weather conditions. The goal of these draft tax expenditure plans is to facilitate a productive conversation and reach a decision on these issues. The staff will review the draft plans again at the Council meeting.

After receiving additional input and comments, the staff will be open to discussing the next steps to meet the deadline for putting something on the ballot in March 2024, if the Council so desires.

**Council Goals/Objectives:** The execution of this action attempts to achieve Strategic Goal #5 - High Performance Government and Quality Service.

**Fiscal Impact:** At this point, there is very little fiscal impact. The Fiscal Impact will come about if the Council decides to move forward with a Special Election in March



2024, which could easily exceed \$100,000, but there are sufficient funds in City reserves if the City Council deems this issue to be a fiscal emergency.

**Funds Available:** Yes

**Account #:** General Fund Reserves

**Reviewed by:** Tim Kiser, City Manager

**Attachments:**

- Two sample/draft tax expenditure plans
- PowerPoint Presentation from October 3<sup>rd</sup> Town Hall Meeting

# Draft Expenditure Plan

## 1/2 Percent (.005) Sale Tax increase

Option 1 – 50%/50% Split between Veg. Mitigation and Resiliency (\$3.4 Million+/- to be generated annually)

- Resiliency – 50% of \$3.4 M or \$1.7 M Annually
  - Add additional Engine Company every day of the year (\$800K+/-)
  - Move Closer to National Standards by increasing from two to three Firefighters per engine (\$900K+/-)
- Vegetation Mitigation - 50% of \$3.4 M or \$1.7 M
  - \$300k to Operate a Veg. Management, Education & Inspection Program (3 Personnel)
  - \$1 M – Fuel Reduction (100 Acres of Fuel Reduction around the City \$700K\*, \$300K in Grants to residences/businesses for assistance in Fuel Reductions)
  - \$400K Creating TRAs and Harding Critic Infrastructure (i.e. Schools, hospitals, care facilities)

*\* 20% per year could be allocated to collaborative agency fire breaks within 5 miles of the center of the City. 10% per year could address illegal camping issues within the City's sphere.*

# Draft Expenditure Plan

## 1/2 Percent (.005) Sale Tax increase

Option 2 – 25%/75% Split between Veg. Mitigation and Resiliency (\$3.4 Million+/- to be generated annually)

- Resiliency – 25% of \$3.4 M or \$900+/- M Annually
  - Move Closer to National Standards by increasing from two to three Firefighters per engine (\$900K+/-)
- Vegetation Mitigation - 75% of \$2.5 M
  - \$300k to Operate a Veg. Management, Education & Inspection Program (3 Personnel)
  - \$1.8 M – Fuel Reduction (200+/- Acres of Fuel Reduction around the City \$1.5M\*, \$300K in Grants to residences/ businesses for assistance in Fuel Reductions)
  - \$400K Creating TRAs and Harding Critic Infrastructure (i.e. Schools, hospitals, care facilities)

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# Fire Resilience and Vegetation Management





# Fire Resilience

- Appropriate Staffing
- Response based on risk
- Improved Capability
- Reduced dollar and Property loss due to Fire Damage
- Organizational Flexibility
- Retention



# Vegetation Management

- Incident mitigation through reduction of fuel
- Reduction of potential ignition sources
- Hardening of critical infrastructure
- Creation of temporary refuge areas in the City.



## Measure N

- Passed in 2012 by Citizens of Grass Valley
  - Allocations
    - Hired Firefighters
    - Purchased Fire Engines and Staff Vehicles
    - Enhanced Training
  - Additional Measure N Funds
    - Law Enforcement
    - Limited Road Improvements

# Measure E

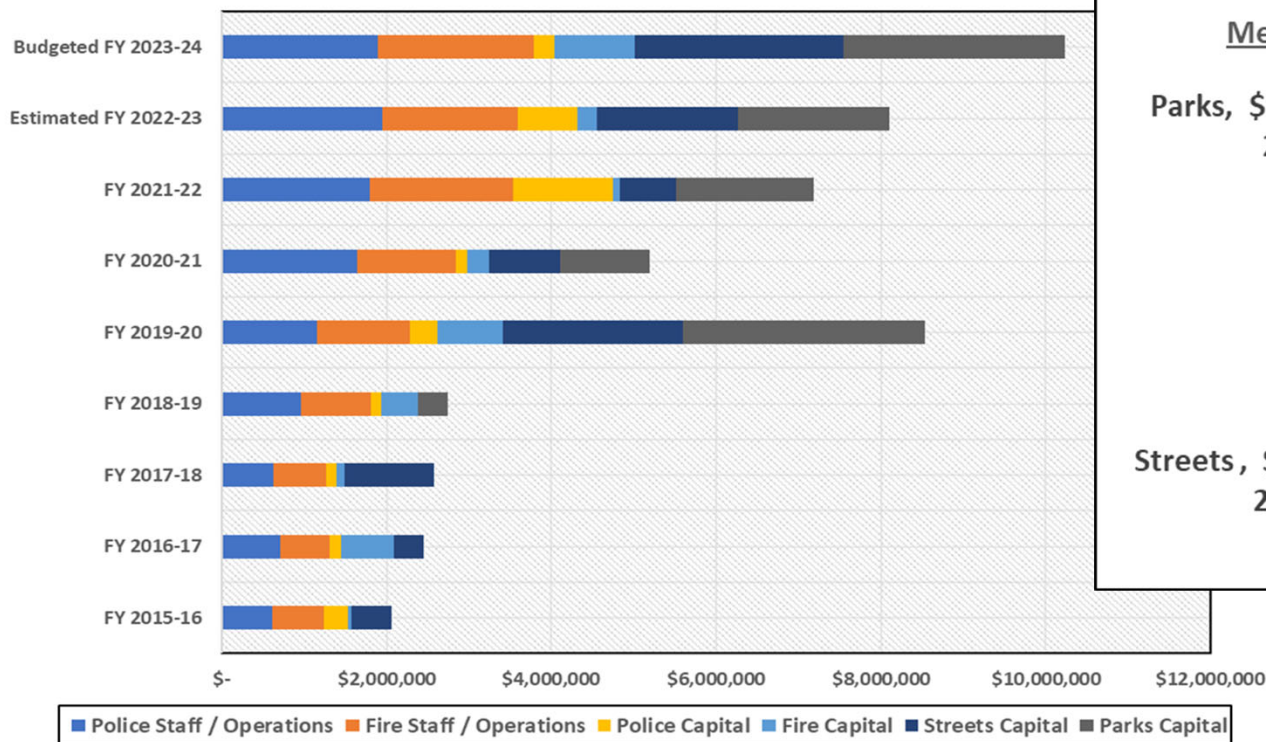
- Passed 2018 by Citizens of Grass Valley
- Intended to provide increased levels of Life Safety Services (Paramedics)
  - Paramedic Services started August 10<sup>th</sup>, 2023
  - LALS services began prior to Paramedic Program
- Additional Measure E Funds
  - Parks
  - Street
  - Law Enforcement



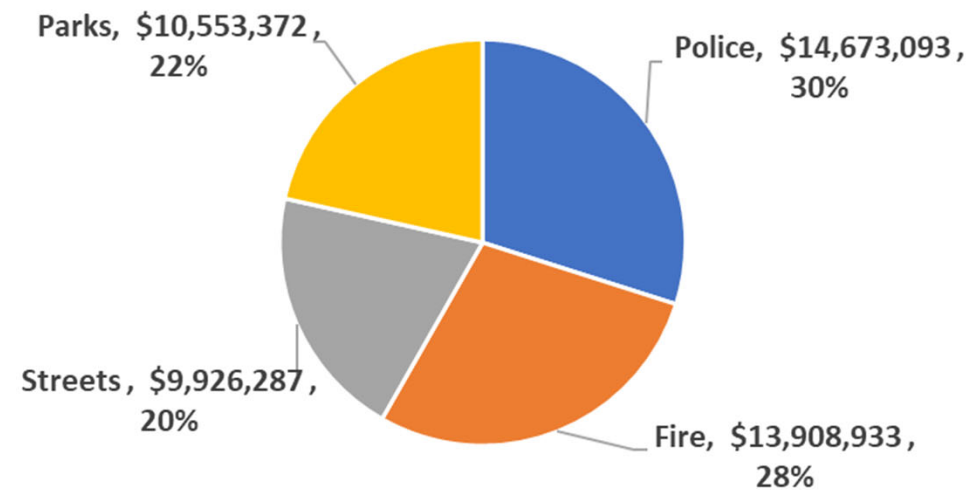


# Measure E / N Expenditures

Measure E/N Expenditures by Year / Type



Measure E / N Expenditures by Program - 9-Year Total





# Measure E



# MEASURE E PARK EXPENDITURES FY2017/18 – 2023/24\*



Major Projects: Lyman Gilmore Turf, Minnie Park Playground, Memorial Park, Condon Parking Lot, Condon Scotten Turf, Park and Landscape Maintenance

Total Expenditures: \$10.5 million

Average Annual Expenditures: \$1.76 million

FY2023/24\* are budgeted expenses



# MEASURE E STREET EXPENDITURES FY2017/18 – 2023/24\*

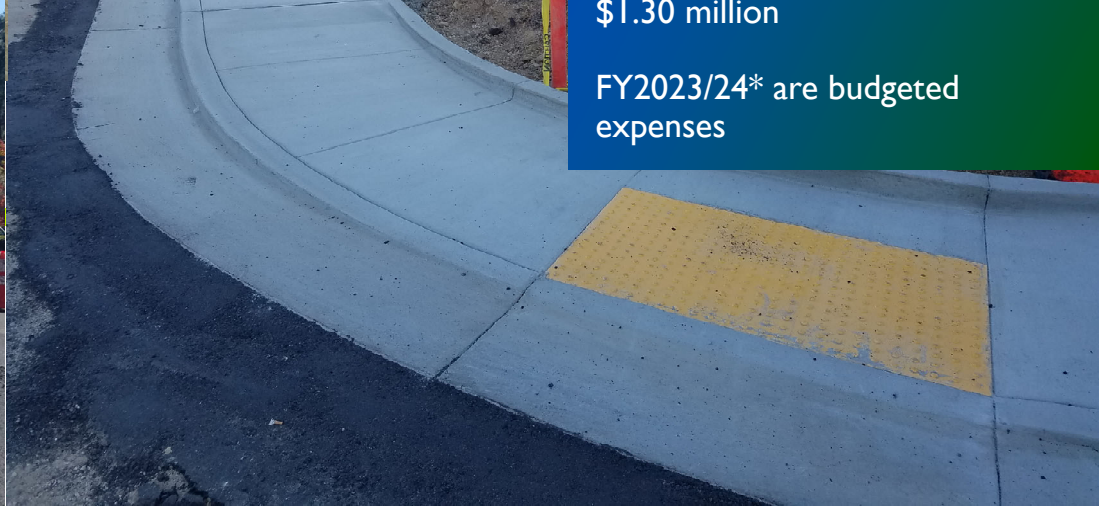


Major Projects: Richardson St, 18/19, 2020 & 2022 Measure E Street Rehabs, Idaho Maryland Rd, Slate Creek Rd, Downtown Streetscape Improvements

Total Contracted Expenditures: \$9.1 million

Average Annual Expenditures: \$1.30 million

FY2023/24\* are budgeted expenses





Measure E







# Fire Resilience

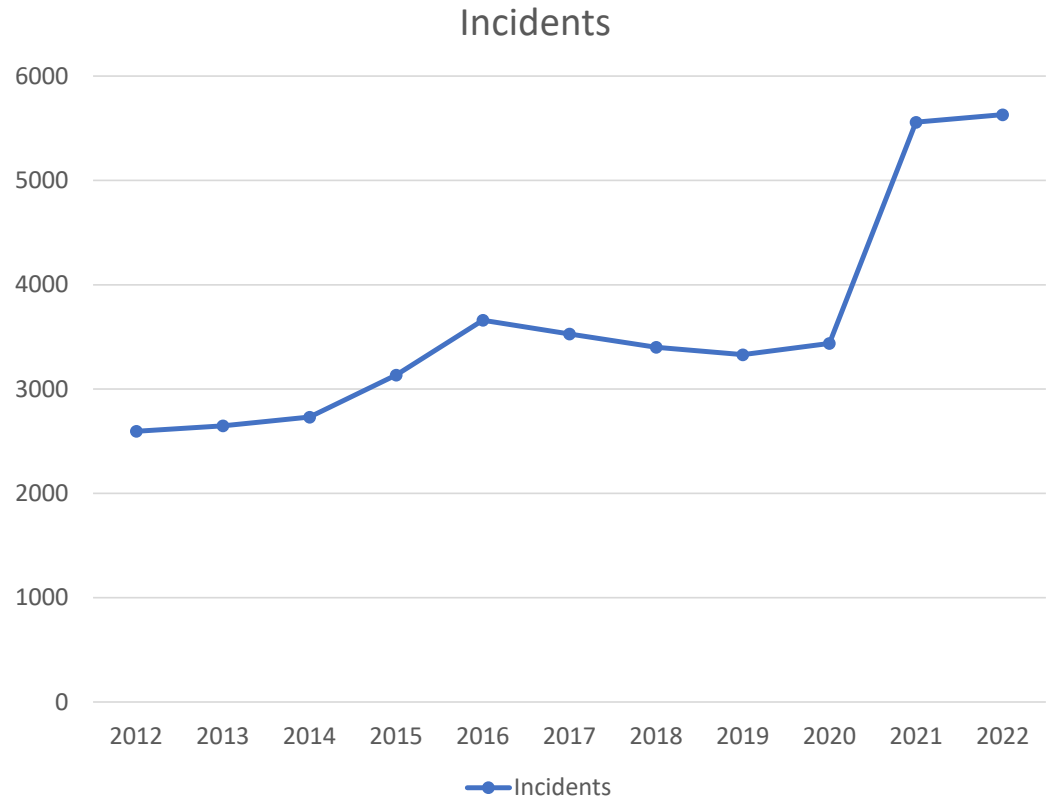




# Current Staffing Levels

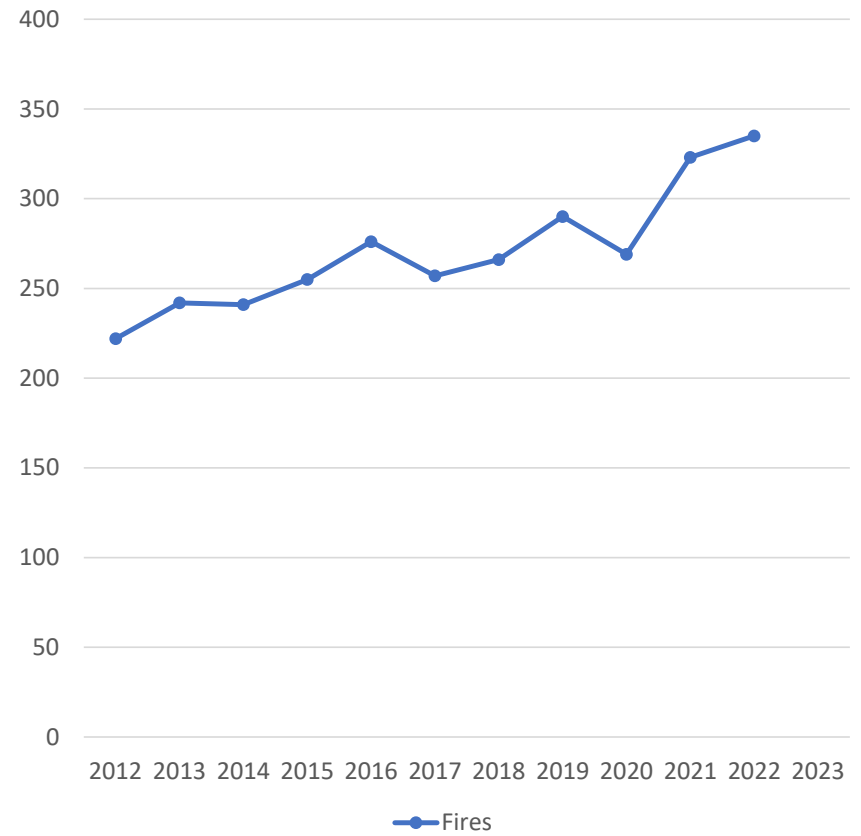
- 3 Engines / 2 Firefighters Minimum
  - 6 minimum per day
- Extended time to task completion
- Less efficient operations
- Increased loss of dollars due to Fire damage
- Reduction of availability of resources
- Single task orientated
- Greater Impact on Insurance Rates
- Below industry standards

# City of Grass Valley Fire Department 10-year Incident responses



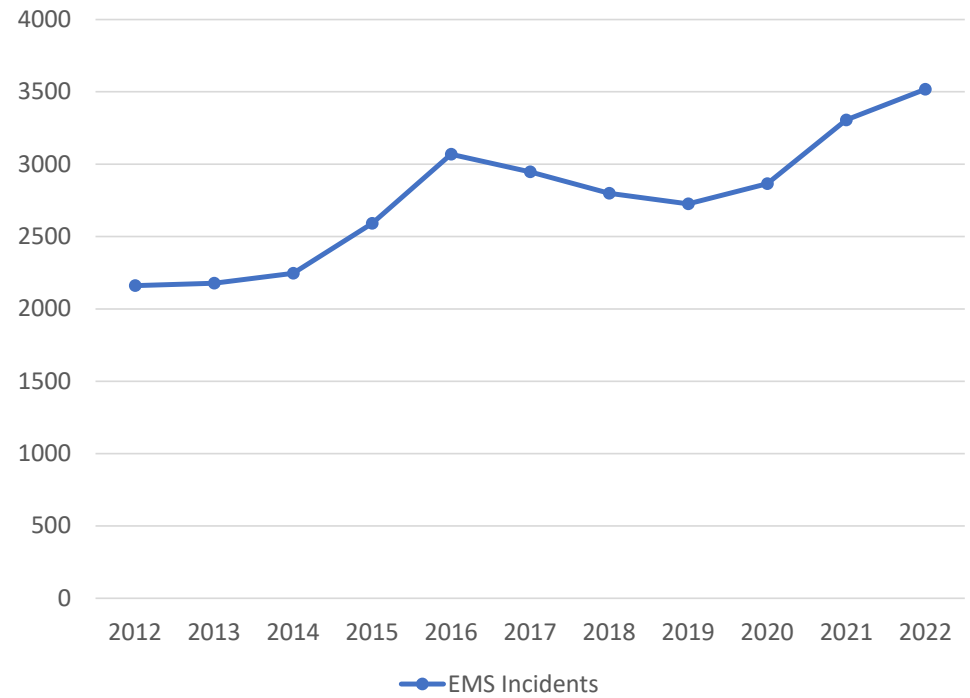


Grass Valley Fire Activity





Grass Valley EMS Incidents



## Grass Valley Fire Department Figures

- Fires calls for service are up by 50% over the last 10 years
- EMS calls for service are up 63% over the last 10 years
- Total Department calls for service are up 117% over the last 10 years





## Improved Staffing

- 3 Fire Engines / 3 firefighters minimum
  - 9 personnel minimum on duty daily
- Staffing benefits all incident types
  - Not just fires
- Reduces time to task
- Reduces dollar and property loss due to fire
- Multitask Orientated
- Personnel Retention
- Enhances Safety
- Possibly Improves Insurance Situation
- Greater Capabilities



Vegetation Management  
&  
Community Risk Reductions  
Program



# Vegetation Management & Community Risk Reductions

- Vegetation Management and Community Risk Reduction pertains to the methods, practices, and strategies to mitigate vegetation that poses a significant fire risk or hazard to human lives, property, and infrastructure.

06.15.2013

04.17.2013





## Vegetation Management & Community Risk Reduction

- Reduce flammable Fuels
- Reduce human caused fires in the Wildland Urban Interface (WUI)
- Harden Critical Infrastructure
  - Schools
  - Hospital
  - Water Treatment Facilities
  - High Density Developments
  - Care facilities

## Vegetation Management & Community Risk Reduction

- Current system
- Complaint Driven
- Not meeting the community's expectations
- Inconsistent
- Reactive not Proactive
- Lacks a Community Education Component
- Limited funding for mitigation assistance

## Vegetation Management & Community Risk Reduction

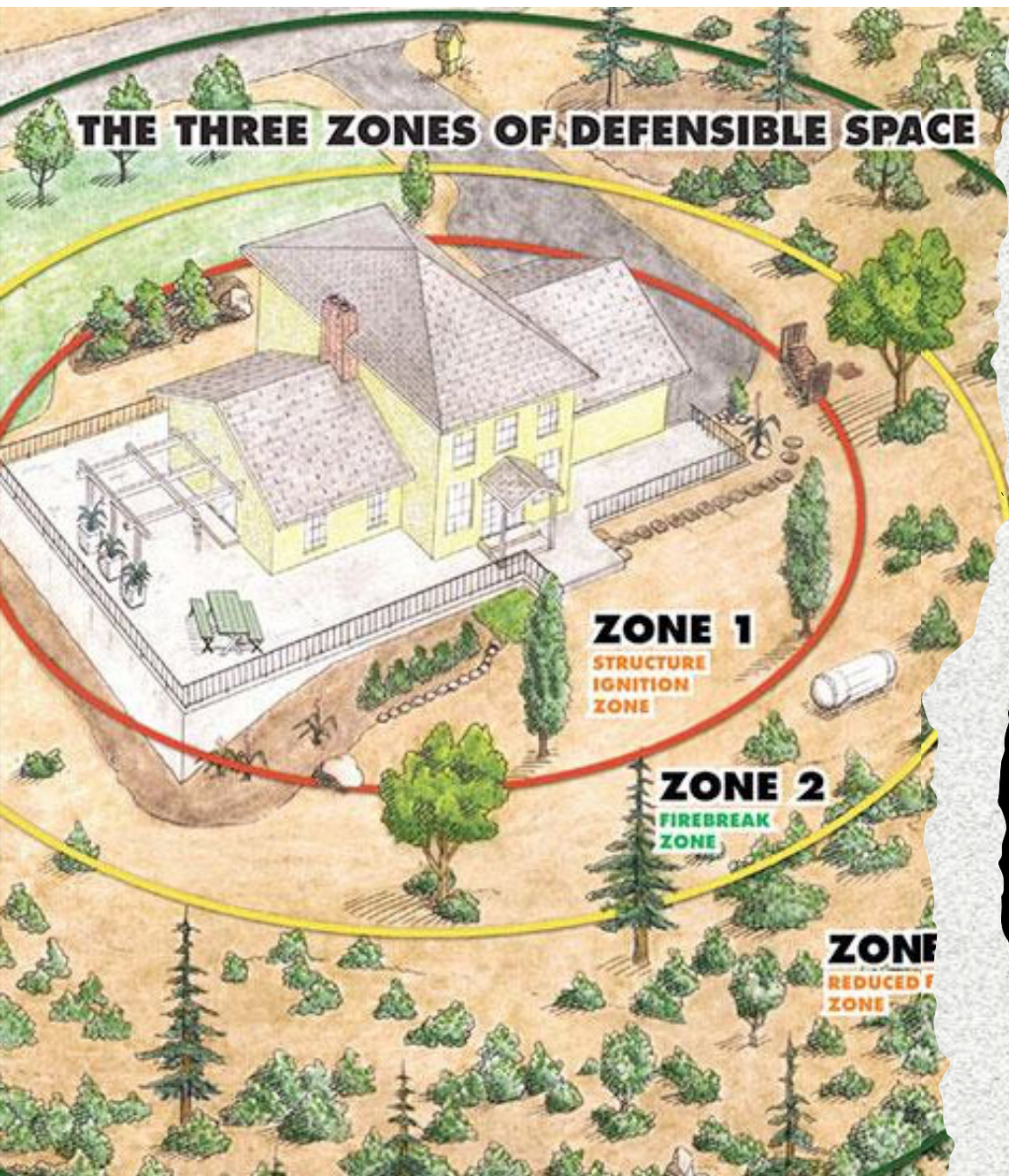
Continued.....

- Difficult to manage due to no staff
  - Staff is sometimes shifted from other responsibilities
- Prolonged Process required (up to 90 days)
  - Complaint received
  - Investigate the complaint
  - Notices sent out
    - 1<sup>st</sup> notice 30 days
    - 2<sup>nd</sup> Notice 15 days

## Vegetation Management & Community Risk Reduction

Continued.....

- Extensions
  - Tracking
  - Inspections
  - Compliance / Warrants
- 
- Vendors may be several weeks out for compliance work to be scheduled then completed



## Vegetation Management & Community Risk Reduction

- Proposed Program
- One Manager
- Two Inspectors
  
- Priorities
  - City Properties
  - Harden Schools & Critical Infrastructure
  - Evacuation Routes
  - Create Temporary Refuge Areas
  - Matching Funds Grant Program
  - Community Inspection Program



# Vegetation Management & Community Risk Reduction

## Sample Priority Areas

- Condon Park
- Berryhill Canyon Area
- Scotten & Lyman Gilmore Schools
- Critical Facilities
  - Power Substations
  - Water treatment plants
  - Hospital
- Evacuation Routes
- Temporary Refuge Areas



## Temporary Refuge Area (TRA)

- Large areas with little to no flammable vegetation that can be used to shelter a large number of people for a short period of time.
- Large Parking Lots
  - Sierra Nevada Memorial Hospital
  - Sierra College
  - Raley's Parking Lot
- Green Mowed Fields that wont support fire.
  - Sierra College Soccer Fields
  - Nevada Union Football Field
  - Lyman Gilmore Fields



## Draft Expenditure Plan ½ Percent (.005) Sales Tax increase

- Option 1 - 50%/50% between Vegetation Management & Resiliency (Est. \$3.4 million annually)
  - Resiliency – 50% of \$3.4 M or \$1.7 M Annually
    - Add and additional Engine Company everyday of the year (\$800K+/-) 3 staffed engines to 4 staffed Engines
    - Move Closer to National Standards by increasing from two to three Firefighters per engine (\$900K+/-)
  - Vegetation Mitigation - 50% of \$3.4 M or \$1.7 M
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## Draft Expenditure Plan ½ Percent (.005) Sales Tax increase

Option 2 – 25%/75% Split between Resiliency and Vegetation Mitigation (\$3.4 Million+/- to be generated annually)

- Resiliency – 25% of \$3.4 M or \$900+/- M Annually
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