MEMORANDUM OF UNDERSTANDING
CITY OF NEVADA CITY
POLICE OFFICERS ASSOCIATION

July 1, 2017 through June 30, 2020

Table of Contents

ARTICLE 1 - RECOGNITION 3

ARTICLE 2 – NON-DISCRIMINATION 3

ARTICLE 3 – TERM 3

ARTICLE 4 – MANAGEMENT RIGHTS 3

ARTICLE 5 – EMPLOYEE RIGHTS 4

ARTICLE 6- ASSOCIATION RIGHTS 4

6.1 – Representation 4

6.2 – Official Representation 5

6.3 – Delegate Release Time 5

ARTICLE 7 – CONCERTED ACTIVITIES 5

7.1 – Compliance with Agreement 5

7.2 – No Strike 5

7.3 – No Lockout 5

7.4 – Violation of Agreement 5

ARTICLE 8 – SALARY 5

ARTICLE 10 – LONGEVITY PAY 6

ARTICLE 11 – EDUCATIONAL INCENTIVE PAY 6

ARTICLE 12 – POST CERTIFICATES 6

ARTICLE 13 – WORK PERIODS 6

ARTLICLE 14 – ADDITIONAL SPECIALITY PAYS 7

14.1 – Shift Differential 7

14.2 – Detective Pay 7

14.3 – Field Training Officer 7

14.3 – Canine Handler Pay 7

ARTICLE 15 – OVERTIME 8

ARTICLE 16 – COMPENSATORY TIME 8

ARTICLE 17 – REIMBURSEMENT FOR TRAVEL AND OTHER OFFICIAL EXPENSES: 9

ARTICLE 18 – RETIREMENT 9

ARTICLE 19 – HEALTH, DENTAL AND VISION INSURANCE BENEFITS 9

ARTICLE 20 – HOLIDAYS 10
ARTICLE 21 – VACATION AND VACATION ACCUMULATION 10
ARTICLE 22 – SICK LEAVE: 10
ARTICLE 23 – LEAVES OF ABSENCE 10
ARTICLE 24 – ABSENCE POLICY 10
ARTICLE 25 – UNIFORMS & EQUIPMENT 11
ARTICLE 26 – TUITION REIMBURSEMENT 11
ARTICLE 27 – PROBATIONARY PERIOD 11
ARTICLE 28 – GRIEVANCE, DISCIPLINE AND APPEALS 11
ARTICLE 29 - LAYOFF 17
ARTICLE 30 – ENTIRE AGREEMENT 19
30.1 19
30.2 19
ARTICLE 31- WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT 19
APPENDIX A 20

ARTICLE 1 - RECOGNITION

Pursuant to the provisions of the City of Nevada City Employee – Employer Relations Resolution No. 2008-25 and the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., the City of Nevada City (hereinafter called the "City"), has recognized the Nevada City Police Officers' Association (hereinafter called the "Association") as the exclusive recognized bargaining agent for the employees in the Non-exempt Sworn Employees Unit for the purpose of establishing salaries, wages, hours and working conditions.

The Nevada City Police Officers Association shall be the exclusive representative for the following classifications:

- Police Officer

ARTICLE 2 – NON-DISCRIMINATION

The City shall not discriminate against any employee because of race, color, gender, sexual orientation, age, national origin, political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Milias-Brown Act. The City agrees to re-open any provision of this agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement in compliance with state or federal anti-discrimination laws.

ARTICLE 3 – TERM

The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 1 of this Memorandum of Understanding. The term of this MOU shall begin on July 1, 2017 and end on June 30, 2020. This Memorandum of Understanding shall remain in effect until a successor agreement is reached or imposed.

During the final year of this MOU, and prior to April 2020, the NCPOA shall submit a written request to begin negotiations for a successor MOU with the City. Failure to provide notice shall result in the extension of this MOU for one (1) additional year on the same terms and conditions as contained herein.

ARTICLE 4 – MANAGEMENT RIGHTS

The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but shall not be limited to, the following rights:

A. To manage the City generally and to determine the issues of policy;
B. To determine the existence or non-existence of facts which are the basis of the Management decision;
C. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;

D. To determine the nature, manner, means, technology and extent of services to be provided to the public;
E. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
F. To determine methods of financing;
G. To determine types of equipment or technology to be used;
H. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
I. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
J. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments;
K. To relieve employees from duties for lack of work 01 similar non-disciplinary reasons;
L. To establish and modify productivity and performance programs and standards;
M. To discharge, suspend, demote or otherwise discipline employees for proper cause;
N. To determine job classifications and to reclassify employees; and
O. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Agreement and applicable Resolutions and Codes of the City.

The City's exercise of a City right listed herein shall not be subject to the Grievance Procedure unless the Association alleges that such exercise raises an issue involving the interpretation of Personnel Rules or this Memorandum of Understanding. In that case, the grievance will be limited to the dispute over the interpretation of the Rules or the Memorandum of Understanding.

ARTICLE 5 – EMPLOYEE RIGHTS

The following are employee rights:

Section 1: The right of employees to form join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 2: The right of employees to refuse to join or participate in the activities of employee organizations and to receive the negotiated benefits of the employee organization.

ARTICLE 6- ASSOCIATION RIGHTS

6.1 – Representation:

The NCPOA has the right to represent employees covered by this Memorandum of Understanding as specified by state law and pursuant to the City's Employer-Employee Relations Resolution. NCPOA will notify the Director of Human Resources of its officers and directors. The City agrees to grant reasonable release time to two (2) NCPOA officials to perform services directly involved in the processing of grievances or disciplinary proceedings. The word "processing" is interpreted to mean the presence of the Job Representative with the aggrieved employee during oral discussions with administrators or supervisors at any or all steps of the grievance or disciplinary procedure, including preparation.

6.2 – Official Representation:
The NCPOA may select two (2) official representatives, and two official alternates who are City employees, and may utilize time during normal working hours for meeting and conferring with authorized representatives of the City subject to advanced scheduling. However, no more than two (2) official representatives shall be allowed time-off with pay at any one time for meet and confer purposes. The association shall notify the City Director of Human Resources of all official representatives and alternates within 15 days of change.

6.3 – Delegate Release Time:
The City shall annually grant a total of three (3) days of release time, without loss of compensation or benefits, to board members, up to a maximum of two employees, who are duly authorized delegates to PORAC Training and Events.

ARTICLE 7 – CONCERTED ACTIVITIES
7.1 – Compliance with Agreement: If, the Nevada City Police Officers' Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article 7.2, No Strike, the Association or its duly authorized representative shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and is unlawful, and that they should immediately cease engaging in such conduct prohibited in Article 7.2, No Strike, and return to work.

If the Association performs all of the responsibilities set forth as described above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article 7.2, No Strike.

7.2 – No Strike Officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

7.3 – No Lockout The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

7.4 – Violation of Agreement Any employee who participates in any conduct prohibited in Article 7.2 above may be subject to termination by the City.

ARTICLE 8 – SALARY
The salary schedule effective the first pay period of July 2017 for POA members is attached in Appendix "A" The schedule consists of five (5) steps. Employees are hired into "Step A" and progress to the next salary step annually on their anniversary date to "Step E." Step F shall be discontinued when all of the existing three POA members placed at Step F reach their 15th year anniversary service date or are no longer covered by this MOU.

Effective the first pay period of July 2017, all employees shall receive a general salary increase of 4.0%, which is included in the salary schedule attached in Appendix A. Effective the first pay period of July, 2018,

all employees shall receive a general salary increase of 4.0% if a) medical health premiums do not increase by more than 10% on January 1, 2018 or b) if CalPERS rates for the Safety First Tier plan do not exceed an employer normal cost rate of 20.7% and an unfunded accrued liability figure of $140,000 or a total of 42% of payroll; If either occurs, the general salary increase effective the first pay period of July 2018 shall be decreased by 1.0%. The City agrees to reopen this agreement in April 2019 to meet and confer regarding a salary increase above a minimum of 2.0% for the fiscal year beginning the first pay period of July, 2019. No changes shall be made unless mutually agreed upon.

ARTICLE 10 – LONGEVITY PAY

Effective July 1, 2017, the current step F will be increased to equal 5% above step E until such time each step F employee reaches 15 years at which time each employee who has been employed with the City for 15 years shall receive an additional 5% above their base pay on their 15th year anniversary date.

ARTICLE 11 – EDUCATIONAL INCENTIVE PAY

Employees who possess and Associate of Arts (AA) Degree shall receive an additional 2.5% above their base pay. -or-

Employees who possess Bachelor's (BA or BS) Degree from an accredited college or university shall receive 5% above their based pay.

The maximum incentive pay for Educational incentive shall not exceed 5% of base pay.

ARTICLE 12 – POST CERTIFICATES

Employees who possess an Intermediate Post Certificate shall receive an additional 5% above their base pay.

Employees who possess an Advanced and or Supervisory Post Certificate shall receive an additional 10% above their base pay.

The maximum incentive pay for POST Certificates shall not exceed 10% of base pay.

ARTICLE 13 – WORK PERIODS

Section 13.1: Because there are a variety of work shifts including, but not limited to 3/12, 4/10, 5/9 5/8 plans, the daily work schedule will consist of the normal number of hours for that assigned shift. (i.e., 12, 10, 9, or 8 hours.) For sworn employees, assigned work shifts are inclusive of a 60 minute paid meal break. As sworn employees are considered to have already been compensated for their breaks, and if they are unable to take their breaks they shall not receive any additional compensation.

Sworn members assigned to work a 3/12 plan will be assigned 80 hours every pay period. One week of the pay period will consist of three 12-hour shifts and one week will consist of three 12-hour shifts and one 8-hour shift.

Section 13.2: Sworn members assigned to work a 4/10 plan will be assigned four 10- hour days each week.

Section 13.3: The City designates a 14 day work period for sworn personnel for the purpose of overtime under the Fair Labor Standards Act.

Section 13.4: The Chief of Police shall determine the shifts and assignments that will be worked. Officers shall choose their assignment, based on seniority, every four months. Shift change shall be at the first pay period of the affected term.

ARTLICLE 14 – ADDITIONAL SPECIALITY PAYS

Section 14.1 (Shift Differential): The Chief of Police shall determine the shifts and assignments that will be worked. Employees, who are regularly scheduled, through the rotational shift assignment, to work a pay period where the majority of the hours fall between 6:00 p.m. and 6:00 a.m., shall be paid an additional 5% above base pay for the entire pay period.

In the event an employee is re-assigned out of the 6:00 p.m. to 6:00 a.m. schedule, another employee may be assigned and entitled to the above differential.

Section 14.2 (Detective Pay): Police Officers assigned by the Chief of Police to the Detective Unit, shall receive an incentive pay of 5% from the date of appointment to conclusion of the assignment.

Section 14.3 (Field Training Officer): Effective the first pay period of July 2019, Police Officers assigned by the Chief of Police as Field Training Officers (FTOs) shall receive an incentive pay of 5% for all hours worked in this capacity from the date of appointment to conclusion of the assignment. FTO incentive pay shall be implemented one year earlier if the compensation adjustment scheduled for the first pay period of July 2018 in Article 8 is reduced by 1.0%.

Section 14.4 (Canine Handler Pay): The parties are aware that the Fair Labor Standards Act (FLSA) requires compensation for hours worked over 40 hours per week. The care and maintenance of the canine can extend beyond a normal 40 hour work week; therefore, the parties estimate that the extended time the Canine Officer spends in all aspects of the care, feeding, exercise and maintenance of the canine on a biweekly basis is seven (7) hours. The city will pay the Canine Officer five percent (5%) of base salary, which is equivalent of the extra seven (7) hours of the Officer's biweekly base pay for the care and maintenance of the canine. The parties further agree that any time spent in excess of such time is not reasonably necessary and is unauthorized. In addition to the Canine handler pay described above, assigned Canine officers assigned a home retention marked patrol vehicle, for the purposes of transporting their police service dog to and from work. The officer will be reimbursed for the purchase of dog food and grooming supplies, which have been pre-approved by the supervisor over the K-9 Program. Training expenses for all mandatory training, replacement of Police Department owned equipment provided for use in the K-9 program and all veterinary expenses incurred as the result of a service related injury or illness, including routine examinations and vaccinations, shall be paid by the Department. Any additional medical expenses may be paid by the City at the discretion of the Chief of Police.

ARTICLE 15 – OVERTIME

Section 15.1: All full-time employees shall be entitled to overtime at time and one-half the regular rate of pay for all hours worked in excess of eighty (80) hours within the employee's regular two week pay period. In order to be entitled to overtime, such overtime must be authorized by an immediate supervisor, Lieutenant, and/or Police Chief, when reasonably feasible. Nothing herein is intended to limit or restrict authority of the City to require any employee to perform overtime work.

For the purposes of computing overtime, use of holidays, vacation or compensatory time off during any given workweek shall be considered time actually worked. Sick leave time off shall not be considered time actually worked for the purposes of computing overtime.

Hours worked when called in on a day off, or called back to work after leaving the job subject to a two (2) hour minimum.

Section 15.2: When an employee is required to appear in court as a result of their employment with the City on his/her day off, said employee shall be entitled to overtime. The minimum overtime to which said employee is entitled shall be three (3) hours at time and one half when the court appearance occurs.

If placed on call-back status by the court for the morning session, the employee shall receive two hours of standby pay at straight time if no court appearance is made during the morning session. If the call-back status is then continued into the afternoon, the employee shall receive an additional two hours of standby pay at straight time if no court appearance is made during the afternoon session.

When an employee is required to appear in court as a result of their employment with the City on his/her day off, and the court appearance is canceled after 6:00 p.m. the day prior to the scheduled court proceeding, he/she shall receive two (2) hours pay at their time and one half rate.

Section 15.3: Emergency overtime is that time when an off duty employee is ordered to report for duty. When so ordered the travel time for the employee to get to work, not to exceed 30 minutes, shall be counted as work time. Emergency overtime is when an employee's presence at work:

A. Is deemed necessary or advisable to properly handle an emergency incident or incidents.
B. To maintain necessary staffing levels.

ARTICLE 16 – COMPENSATORY TIME

The Personnel System Rules incorporate the compensatory time policy and procedures for the allowance for compensatory time credits. Before working any overtime, an employee shall have been authorized or required to do so by his or her department head or the City Manager. In the case of a bona fide emergency, if it is not reasonably feasible to obtain such prior authorization, the employee who has worked overtime shall request such authorization on the next regular work day.

Employees, at their discretion, may accrue Compensatory Time off (CTO) in lieu of overtime payment at the rate of one and a half (1.5) hours for every hour worked in excess of their regular work schedule. No employee shall be allowed to accrue a balance of more than forty (40) hours of CTO.

When an employee separates from employment with the City, all CTO shall be paid at their regular rate of pay upon separation.

ARTICLE 17 – REIMBURSEMENT FOR TRAVEL AND OTHER OFFICIAL EXPENSES:

Employees shall be reimbursed for such expenses as approved by the City Manager in such amounts as designated by the City Council policy regarding reimbursement of travel and other official expenses.

However, if an employee attends training that is reimbursable by California Peace Officers Standards and Training (POST), the employee shall be reimbursed according to the guidelines as established by POST.

ARTICLE 18 – RETIREMENT

Section 18.1 California Public Employees' Retirement System (CalPERS) enrolled employees covered by this Agreement will participate in the Public Employees' Retirement System 3% @ 50 retirement plan formula (Tier 1). The Employee shall pay 100% of the employee's contribution on a pre-tax basis.

Section 18.2 Notwithstanding Section 1 above, any employees covered by this Agreement hired after June 12, 2010 that are not considered to be "new" members of CalPERS shall participate in the Public Employees Retirement System 2%@55 retirement plan formula (Tier 2). The Employee shall pay 100% of the employee's contribution on a pre-tax basis.

Section 18.3 Notwithstanding Section 1 and 2 above, any employees covered by this Agreement hired on or after January 1, 2013 who are considered to be "new" members of CalPERS shall participate in the Public Employees Retirement System PEPRA 2%@57 retirement plan formula (Tier 3 – PEPRA Tier). The employee shall pay half of the "Total Normal Cost" on a pre-tax basis.

ARTICLE 19 – HEALTH, DENTAL AND VISION INSURANCE BENEFITS

Effective the first pay period in July 2017, the City shall pay 90% and employees with dependents shall pay 10% of all health premium costs for medical, and dental insurance. The City shall pay 100% of all health premium costs for medical, dental and vision insurance for employees with comprehensive "employee only" health coverage (e.g. medical, dental and vision insurance). City pays employee portion of vision insurance for all employees; employees pay any dependent vision insurance premiums.

Future overall rate increases for the health plans will occur no more often than once per year. Employee rates may increase due to increases in the age of employees and or their dependents under the terms of the current health plan.

The City will continue to research alternative lesser cost plans to offer the City employees to keep premium costs down.

Employees who waive City provided medical insurance with proof of other health plan coverage shall receive $100/per pay period in lieu of the City payment of medical premiums.

ARTICLE 20 – HOLIDAYS

Employees shall be compensated for the 14 paid Holidays as follows:

Police officers will be paid 56 hours in the month of December in lieu of taking holidays. In addition, Police officers will receive 56 hours added to vacation balance on the first of January each year in lieu of taking holidays.

This formula is based on eight (8) hours per holiday totaling 112 hours annually.

ARTICLE 21 – VACATION AND VACATION ACCUMULATION

Employees shall be entitled to the vacation benefits specified in the "Vacation Policy".

Employees of this bargaining unit will accrue vacation benefits according to the following schedule:

Years 1 through 5:	80 hours per year/3.08 hours per pay period
Years 6 through 15:	120 hours per year/4.62 hours per pay period
Years 16 and over:	200 hours per year/7.69 hours per pay period

A maximum of 32 days (320 hours) of vacation may be accumulated per Personnel rules section 2230.14. Once an employee reaches the maximum accrual, no further vacation leave will be earned unless the prior approval has been received from the City Manager to accommodate department work scheduling.

Once an employee has reached a minimum of 200 hours, he or she may request during the month of January, a transfer of up to 40 hours of vacation leave into sick leave.

ARTICLE 22 – SICK LEAVE:

Employees shall be entitled to sick leave benefits specified in the "Sick Leave Policy"

ARTICLE 23 – LEAVES OF ABSENCE

Employees shall be entitled to the Leaves of Absence specified in the following Federal and State Laws:

Family & Medical Leave – California Family Rights Act
Family Care and Medical Leave (CFRA Leave) and Pregnancy Disability Leave
Federal Family and Medical Leave Act

ARTICLE 24 – ABSENCE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the absence policy which provides that excused absences for family members, as provided in Labor Code Section 234, shall not be considered in evaluating or disciplining employees and that supervisors shall utilize the absence

policy as suggested guidelines for evaluating and/or disciplining employees for absences, but shall assess each case on its own merit.

ARTICLE 25 – UNIFORMS & EQUIPMENT

Employees will be provided uniforms at the time of employment consisting of the following: Two (2) Long Sleeve Uniform Shirts, Two (2) Short Sleeve Uniform Shirts, Two (2) Uniform Pants, One (1) Jump Suit-All Weather, One (1) Jacket,

The City will provide a total allowance of $1,000 for the replacement and upkeep of uniforms. A single payment of $500 will be distributed to each Officer, paid the first pay period in July; and $500 will be placed on account for use with a City-approved vendor for uniform and/or safety equipment (to be tracked by the City's Finance and Administration Department). The Officer in the Detective's position may receive the entire $1,000 as cash in the first pay period in July because that Officer is not required to wear a uniform. The City Manager may authorize a pro-rated advance of the annual uniform allowance for newly hired officers prior to the July1 pay-out upon written request from the Officer. The amount of the pay-out will be reduced by the advanced amount of the uniform allowance at the next annual distribution.

In addition, all safety equipment, to include, but not limited to: one (1) ballistic vest, one (1) set of leather (or ballistic nylon) duty gear and one (1) authorized duty handgun, shall be issued to each employee and will be replaced as needed and maintained by the department. The City shall also provide the Detective position with a City-paid cell phone for work purposes only.

ARTICLE 26 – TUITION REIMBURSEMENT

Employees who receive prior approval from the Chief of Police and the City Manager shall be reimbursed for the cost of tuition, books and educational fees at a regionally accredited college or university up to $500 per fiscal year; provided that such reimbursement shall be conditioned upon receiving a grade of "C" or better or "pass" if the class is pass/fail. The coursework must be related to the employee's scope of work. The employee must provide documentation of payment to the City to receive reimbursement of the expense.

ARTICLE 27 – PROBATIONARY PERIOD

The Personnel system rules provide that a notice of separation of a temporary employee be served on the separated employee before the expiration of the probationary period. The Probationary Period is one (1) year starting on the date of hire.

ARTICLE 28 – GRIEVANCE, DISCIPLINE AND APPEALS

A. **GRIEVANCE PROCEDURE**

The Association shall have the exclusive access to the following Grievance Procedure:
If an employee has not been a member of the Association, or has not paid a fair share fee for at least thirty (30) days prior to filing a formal grievance, or chooses to represent themselves, the Grievance Procedure as outlined in the Nevada City Personnel Code shall apply. In the event an employee files a grievance without the assistance of the Association and wherein

the said employee alleges violation of a current Agreement between the City and the Association, the City shall notify the Association and provide a copy of the said grievance to same prior to issuance of the Personnel/Human Resources Director's decision as prescribed in the Personnel Code.

The following shall apply only if the Association is the representing party.

1. **DEFINITIONS**
   a. A grievance is a complaint of one or a group of employees or a dispute between the City and the Association, involving the interpretation, application or enforcement of the express terms of this Agreement.
   b. As used in this procedure, the term immediate supervisor means the individual who assigns reviews and directs the work of an employee.

2. **TIME LIMITS**

   a. Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure but, with the written consent of all parties, the time limitation for any step may be extended.
   b. The time specified in these rules may be extended to a definite date by mutual agreement by stating the fact thereof on the grievance previously submitted and initialed by the parties making the agreement.
   c. The grievant shall be permitted a reasonable amount of work time as determined by the department head, in preparing the grievance and presenting same at each level of appeal as specified herein.

3. **INFORMAL DISCUSSION**

   a. The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association Representative. Within five (5) working days, the immediate supervisor shall give a decision or response.
   b. If an informal grievance is not resolved to the satisfaction of the grievant or a formal grievance may be initiated. A formal grievance must be initiated within ten (10) workdays of the decision rendered in the informal grievance procedure.

4. **FORMAL GRIEVANCE**

   a. A formal grievance shall be initiated in writing on a form prescribed by mutual agreement of the City and the Association and shall be filed with the Department Head as the first level of appeal.
   b. Within ten (10) work days after the initiation of the formal grievance, the Department Head at the first level of appeal shall investigate the grievance and give a decision in writing to the parties.

5. **APPEAL OF FORMAL GRIEVANCE**

   a. If the Department Head's decision is not satisfactory, it may be appealed in writing within ten (10) workdays to the Personnel/Human Resources Director.

b. The Personnel/Human Resources Director shall respond in writing within ten (10) workdays to the parties. If the Personnel/Human Resources Director determines that it is desirable, he/she shall hold conferences or otherwise investigate the matter.
c. If the Personnel/Human Resources Director fails to respond in writing as provided, or if the response is not satisfactory, the Association shall have the right to refer the matter to arbitration. Such referral shall be made by written demand submitted to the City Manager.

B. DISCIPLINE PROCEDURE

1. PERMANENT AND PROBATIONARY EMPLOYEES

Employees may be disciplined and shall have the right to appeal consistent with this Agreement and the City Personnel Code.

Employees working in any department where eligibility, employment status and tenure are controlled in whole or in part by the State Merit System will be afforded a choice between pursuing the State Personnel Board or the City process in disciplinary matters.

2. APPEAL BASED ON DISCRIMINATION

Any probationary employee or permanent employee who believes he or she has been rejected from probation, dismissed or disciplined because of race, color, religion, age, sex, national origin, political affiliation, marital status, or handicap, or for engaging in any activity authorized and protected under applicable statutory law, memorandum of understanding or City code or ordinance, may file a written complaint alleging the same and stating the facts in support of the allegation within ten (10) working days of the effective date of the rejection, dismissal or disciplinary action.

The Personnel /Human Resources Director, upon receipt of the complaint, shall conduct such review as he/she deems appropriate, and shall issue a determination to sustain, reverse or modify the action. Such determination shall be final and binding on all parties concerned, except as may be otherwise provided to permanent employees under this Agreement.

3. LETTER OF REPRIMAND

Any regular employee may be reprimanded by the appropriate appointing authority by an order in writing, a copy of which may be entered into his/her personnel file.

An employee shall have thirty (30) calendar days within which to file a written response to such reprimand entered into the personnel file, and such written response shall be attached to the reprimand. A letter of reprimand issued to an employee pursuant to this section and the attached response shall, upon request of the affected employee, be removed from the employee's personnel file after a minimum of two years have lapsed, provided that during that intervening two year period the said employee has not received a less-than-satisfactory performance report and has not been issued any additional letter of reprimand pursuant to this section.

4. EXCLUSIVE ASSOCIATION DISCIPLINARY PROCESS

The Association shall have the exclusive access to the following due process and representation rights for any level of discipline prior to implementation.

The Nevada City Personnel Code shall require five (5) working days advance notice of any level of discipline.

If an employee has not been a member of the Association, or has not paid a fair share fee for at least thirty (30) days prior to notification of a disciplinary action, or chooses to represent themselves, Chapter 18 of the City's Personnel Rules and Regulations shall apply.

5. DISCIPLINARY ACTION - Defined as suspension, demotion or termination.

At least five (5) working days prior to the effective date of the proposed disciplinary action, a copy of the notice shall be served upon the employee who is the subject of the disciplinary action. The Association and the employee shall, within said five (5) working day period, respond orally and/or in writing to the proposed action or waive the right to respond.

After either time has elapsed for receiving response or the response has been received and considered, the appointing authority shall decide whether the proposed action should be taken.

If so, the Order which imposes the action as originally proposed or as revised after receipt of the response shall be prepared by the appointing authority, be reviewed with the City Attorney for legal sufficiency, and the action shall commence at such time so as not to disrupt the operations of the department.

Five (5) working days prior to the effective date of the disciplinary action, the Order shall be filed with the Personnel/Human Resources Director and The Association, and a copy thereof together with a copy of this section outlining the appeal procedure, shall be served on the employee who is the subject of the disciplinary action. If personal service upon the employee of the written notice or of the Order is impossible, a copy shall be sent by certified mail to the employee at the last known address.

When the alleged violation/s involve employee behavior which threatens the City's operations or the safety of its employees and/or members of the public, an employee may be placed on an immediate administrative leave with pay pending the outcome of any pre-disciplinary proceedings.

6. CAUSES OF DISCIPLINE

Each of the following constitutes cause for discipline which may consist of, but not be limited to, suspension, demotion, or dismissal of an employee:

(a) Fraud in securing appointment;

(b) Incompetency;

(c) Inefficiency;

(d) Inexcusable neglect of duty;

(e) Insubordination;

(f) Dishonesty;

(g) Sexual harassment or abuse of County employees;

(h) Illegal manufacture, distribution, possession, and or use of a controlled substance in the work place;

(i) Being intoxicated and/or under the influence of any controlled substance while on duty or while subject to scheduled call back;

(j) Inexcusable absence without leave (absenteeism or tardiness);

(k) Conviction of a felony or conviction of a misdemeanor involving moral turpitude;

(l) Discourteous treatment of the public or other employees;

(m) Improper political activity as specified in the Personnel Code;

(n) Misuse of City property;

(o) Violation of any of the provisions of the Personnel Code;

(p) Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;

(q) Misuse of sick leave or a claim of sick leave under false pretenses;

(r) Threat or assault on an employee or member of the public in connection with City employment;

(s) Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the public service;

(t) Falsifying records.

7. RIGHT OF APPEAL

The Association may appeal any level of discipline by filing a notice of appeal in writing to the charges set forth in the Order of Discipline with the City Human Resources Director prior to the effective date of the discipline.

The Human Resources Director shall review said Order and appeal, and shall then hold a meeting within five (5) working days from the date of service of the Order, to discuss the disciplinary action and appeal with the employee, The Association and the appointing authority. The order of discipline shall be postponed until such time as the disposition of the meeting is finalized. In the event an agreement regarding disposition of the matter cannot be reached with five (5) working days after the meeting, The Association shall have the right to refer the matter to arbitration. Such referral shall be made by written demand submitted to the City Administrator. The timelines above may be extended by mutual agreement of the parties.

C. APPEAL ARBITRATION (GRIEVANCE AND DISCIPLINE)

Upon receipt of an arbitration request by The Association, the City Manager or his/her designee shall order that the matter be heard by an arbitrator selected from a listing of arbitrators supplied by the State Conciliation Service. The arbitrator shall be selected from a listing of three (3) individuals identified by the State Conciliation Service who have been previously identified by the parties as mutually agreeable.

The arbitrator shall be bound by the language of the Agreement, City rules and regulations and Law consistent therewith in considering any issue before them. The arbitrator shall have no authority to add to, delete or alter any provision of the Agreement, but shall limit his/her decision to the application and interpretation of its provisions and Law.

All costs related to the hearing incurred by the arbitrator and all fees of the arbitrator will be shared equally by the parties.

The following rules shall apply to any hearing conducted under the provisions of the Section:

(a) The hearing shall be public except that if the employee requests that the matter be heard privately, it shall be so heard.

(b) The provisions of Section 11507.6 of the Government Code shall provide the exclusive right to and method of discovery except that time limitations will be those established by the arbitrator.

(c) Evidence may be submitted by affidavit or by deposition in accordance with the provisions of Section 11514 and Section 11511 of the Government Code, respectively.

(d) Subpoenas for attendance or the production of documents at the hearing shall be issued in accordance with Section 11510 of the Government Code.

(e) The hearing shall be conducted in accordance with evidence rules as outlined in Section 11513 of the Government Code.

(f) Witnesses shall suffer no loss of compensation or benefits while participating in this procedure, in order to give testimony before the arbitrator. Recognizing the City's need to provide continuity of services to the public, the Association shall provide a list of required witnesses in advance of any scheduled hearing and shall insure that the number of witnesses and their scheduling shall be reasonable.

D. DECISION

The arbitrator's decision, supported by written findings, shall be final and binding upon all parties and shall not be subject to any modification by the City Council and shall be presented and acted upon in a timely fashion by mutual agreement of the parties.

ARTICLE 29 - LAYOFF

A. LAYOFF

1. The appointing authority may lay off employees pursuant to this section whenever it becomes necessary because of lack of work or funds, or whenever it is deemed advisable in the interest of economy to reduce the force in a department or office.

2. The City shall give the Association notice prior to implementation of any proposed layoff and shall consult with the Association, in good faith, regarding the effects of the said layoff. Such consultation shall not delay the effective date of the layoff unless an agreement is reached to postpone or cancel the proposed layoff.

B. ORDER OF LAYOFF

Employees in the same department and within the same classification shall be laid off as follows:

1. All extra help and provisional employees shall be laid off, in an order determined by the appointing authority, before any probationary employees.

2. All part-time probationary employees shall be laid off, in an order determined by the appointing authority, before any full-time probationary employees.

3. All full-time probationary employees shall be laid off, in an order determined by the appointing authority, before any regular employee.

4. All part-time regular employees shall be laid off, in an order determined by the appointing authority, before any regular full-time employees.

5. When it becomes necessary to reduce the force by layoff of regular, full-time employees, seniority and the ability to perform the work shall be the determining factors. For the purpose of applying this section only, performance shall be defined as annual or probationary performance evaluations submitted 90 days prior to the issuance of a layoff notice.

Layoffs shall be made by classification and by department in accordance with the following procedure and in the following order:

a. All employees within the classification of a position which is being abolished whose most current annual or final probationary performance report was less than overall "satisfactory" shall be laid off before any employee in the same classification whose performance report, as defined above, was overall "satisfactory". Within this group, a less senior employee shall be laid off before an employee with more seniority.

b. Whenever it becomes necessary to lay off employees whose performance report, as defined above, was overall "satisfactory" the said layoffs shall occur in an order determined by the appointing authority, based on his/her assessment of the affected employees' overall ability and willingness to perform.

c. Except as otherwise provided, any employee who has been displaced as a result of the application of the provisions of this section shall be permitted to exercise bumping rights into a lower classification within the same classification series and within the same department. If an employee should elect to exercise his/her bumping rights as provided herein, then such employee shall be judged against all employees within the said lower classification in accordance with the foregoing methodology, giving proper weight to the factors of performance and seniority. Such bumping right must be exercised within ten (10) days of the date of layoff notice.

In the case of a tie in seniority pursuant to this section, such tie shall be broken by counting all time in City service.

If this method of breaking ties in seniority results in a tie, the order of layoff shall be determined by lot as drawn by the Personnel/Human Resources Director.

d. Any employee bumped pursuant to (c) above, shall be permitted to exercise bumping rights into an existing lower classification within the same series and within the same department, where applicable.

C. INTERDEPARTMENTAL TRANSFERS

The Personnel/Human Resources Director shall have the authority, at his/her discretion, to transfer any employee who is laid off pursuant to this section to any vacancy in any department, provided the employee is qualified for the said vacancy.

D. SENIORITY DEFINED

For the purpose of applying this section only, seniority shall be defined as:

1. The total number of calendar days an employee has been employed in a regular or temporary capacity and on active pay status in the classification of the employee or group of employees subject to layoff or bumping, except that in the case of a regular employee, approved leave of absence with or without pay shall also count as time worked on active pay status. Time worked in another classification of equal or greater pay grade and within the same series shall count as time worked within the classification of the employee or group of employees subject to layoff or bumping.

2. Seniority shall not include any period during which an employee was:

a. On leave without pay for disciplinary reasons; or

b. Not actually in City employment because of his or her voluntary termination, layoff, or other cause.

3. For any employee who is re-employed after being discharged for cause or any probationary employee discharged during the probationary period, seniority shall not include any time worked prior to his or her succeeding appointment.

4. Seniority shall include any time during which an employee is on approved paid or unpaid leave of absence and receiving workers' compensation benefits for an acknowledged job-incurred injury. Such time shall be counted as time worked for purposes of determining seniority and no

employee shall suffer any loss of seniority for purposes of layoff where the fact of his/her leave of absence is caused by a bona fide work-related injury.

E. NOTICE OF LAYOFF

Regular employees shall be notified of layoff fourteen (14) days prior to the effective date of same. All other employees may be laid off on twenty-four (24) hours' notice. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof.

F. REGRESSION LADDER

The parties agree and mutually understand that there will be no layoffs of employees in this bargaining unit prior to meeting and conferring in good faith and updating the City's regression ladder which depicts layoff bumping rights.

G. RE-EMPLOYMENT LISTS

1. Providing his or her overall efficiency has been satisfactory, any person having regular or probationary status in the classified service who is laid off in good standing shall have, at the time of layoff, his or her name placed on the re-employment list for the classification from which he or she has been laid off for a period of one year.

2. Any regular or probationary employee who is laid off in good standing may, upon written request, have his or her name placed on a re-employment list for any other classification of equal or lower pay for which he or she is qualified.

ARTICLE 30 – ENTIRE AGREEMENT

Section 30.1: It is the intent of the parties hereto that the provisions of this Agreement shall be the sole source of any and all rights, which may be asserted hereunder. This Agreement is not intended to conflict with Federal or State Law.

Section 30.2: Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to the being changed by the City in accordance with the exercise of City Rights under this Agreement and applicable State law.

ARTICLE 31- WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT

Except where required by the terms of this agreement, the parties mutually agree that they will not seek to negotiate or bargain with regard to the wages, hours, and terms and conditions of employment whether or not covered by this agreement, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties. Regardless of the waiver contained in this article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the agreement.

CITY OF NEVADA CITY

By:_____
Mark Prestwich, City Manager

By:_____
Catrina Olson, Assistant City Manager

NEVADA CITY POLICE OFFICERS ASSOCIATION

By:_____
Tim Ewing, President

By:_____
Sean Mason, Treasurer

By:_____
Jerry Camous, Labor Representative

APPENDIX A

Salaries as of First Pay Period in July 2017:

	A	B	C	D	E	F*
Hourly	$24.32	$25.53	$26.81	$28.15	$29.57	$31.05
Monthly	$4,215.12	$4,255.65	$4,468.44	$4,691.85	$4,928.26	$5,174.67

CITY OF NEVADA CITY

By:_____
Mark Prestwich, City Manager

By:_____
Catrina Olson, Assistant City Manager

NEVADA CITY POLICE OFFICERS ASSOCIATION

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