

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF NEVADA CITY
AND THE
NEVADA CITY POLICE SUPERVISOR'S ASSOCIATION**

July 2, 2016 through June 30, 2018

ARTICLE I - 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" and "Employer" interchangeably), has recognized the Nevada City Police Supervisor's Association (hereinafter called the "Association") as the exclusive recognized bargaining agent for the employees in the non-exempt Sworn Supervisor Employees Unit for the purpose of establishing salaries, wages, hours and working conditions.

ARTICLE II - 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 and the Association agree 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 III - COMPENSATION PLAN:

The salary schedule for employees of this unit shall be a five step salary schedule (step A – E) which is attached hereto as Attachment 'A'. All salary steps shall be adjusted as follows

Effective July 2, 2016	4.5%
Effective December 24, 2016	3.0%
Effective July 1, 2017	4.0%
Effective December 23, 2017	3.0%

ARTICLE IV - WORK PERIODS:

The daily work schedule will consist of the normal number of hours for that shift as assigned by the Police Chief or their designee Sworn employees are assigned work shifts inclusive of a 60 minute 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 a 5/8 plan will be assigned 80 hours every pay period during the designated 14 day work period.

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.

Sworn members assigned to work a 4/10 plan will be assigned four 10-hour days each week and eight 10 hour days in a two week work period.

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

ARTICLE V - OVERTIME:

All full-time employees shall be entitled to overtime at time and one-half the regular straight time 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 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 at time and one half, 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.

The Police Chief, or his/her designee, shall designate work schedules for employees to carry out the work herein provided. The Police Chief, or his/her designee, may alter this schedule from time to time when needs of the department require.

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.

The following time is not considered work time for the purpose of calculating overtime.

1. Time spent traveling to work and returning home in either personal or City-owned vehicles.
2. All time spent doing homework, study time, meal time, or sleep time when assigned off-duty training.
3. All time putting on or removing uniforms.
4. All time for personal preparation and clean-up.

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:

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

ARTICLE VI - REIMBURSEMENT FOR TRAVEL AND OTHER OFFICIAL EXPENSE:

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. The City policy is attached hereto as Attachment 'B'.

ARTICLE VII - RETIREMENT:

Employees covered by this Memorandum of Understanding participate in the following Public Employees' Retirement Systems and are required to make the appropriate employee contributions for their respective plans.

- Tier 1 employees hired prior to February 10, 2010 covered by this agreement will participate in the Public Employees Retirement System (PERS) 3% @ 50 formula. Effective July 2, 2016, the City shall pay on behalf of the employee 2% of the 9% employee member contributions and the employee shall pay the remaining 7% on a pre-tax basis. Effective July 1, 2017, the employee shall pay the full employee member contribution of 9% on a pre-tax basis.
- Tier 2 employees hired on or after February 10, 2010 that are considered "Classic Members" will participate in the City's Public Employees Retirement System 2%@55 formula. Effective July 2, 2016, Tier 2 employee members shall pay the full employee member contribution of 8% on a pre-tax basis.
- Tier 3 employees hired after January 1, 2013 or later who are not considered "Classic Members" by CalPERS will participate in the Public Employees Retirement System 2%@57 formula. The employee shall pay half of the "Total Normal Cost" on a pre-tax basis up to limits established by CalPERS.

The City has amended its contract with PERS to include section 20965 Credit for unused sick leave.

Except as otherwise limited by the California Public Employees' Pension Reform Act, the City's contract with PERS includes section 20042 One Final Year Compensation (Highest).

ARTICLE VIII - 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 IX – VACATION AND VACATION ACCUMULATION:

Proportionate with their normal payroll schedule, employees in this bargaining unit will accrue vacation leave according to the following annual rate of accumulation:

One to five years of service	two weeks
Over five years but less than fifteen years service	three weeks
Over fifteen years of service	five weeks

Employees may accrue up to two times their vacation accrual rate or 320 hours of vacation time whichever is less. No additional vacation time may be accrued after an employee reaches the 320 hour limit without pre authorized approval from the City Manager.

ARTICLE X - SICK LEAVE:

Employees shall be entitled to sick leave benefits and subject to the policies specified in the "Sick Leave Policy" contained in the City Personnel Resolution 2008-51.

ARTICLE XI - LEAVES OF ABSENCE:

Employees shall be entitled to Leaves of Absence specified in the following policies, 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

As stipulated in Sections 2270.30 and 2270.40 of the City Personnel Resolution 2008-51, except when on Family Medical Leave, no leave benefits will accrue during any leave of absence without pay and city payment of premiums for all health plan benefits will end. Employees may continue coverage by making the premium payments on their behalf.

ARTICLE XII - 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 XIII - ALCOHOL AND DRUG ABUSE POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Alcohol and Drug Abuse Policy.

ARTICLE XIV - FITNESS FOR DUTY POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Fitness for Duty Policy.

ARTICLE XV - SECONDARY EMPLOYMENT POLICY

Employees covered by this agreement shall be subject to the terms and conditions of the Secondary Employment Policy.

ARTICLE XVI - UNIFORMS:

Employees are provided uniforms at the time of employment consisting of the following: Two (2) Uniform Shirt (Long Sleeve), Two (2) Uniform Shirt (Short Sleeve), Two (2) Uniform Pants, One (1) Jump Suit – All Weather, and One (1) Jacket.

The City will provide an allowance of \$1,000 annually (usually near the end of June) for the replacement and upkeep of uniforms.

In addition, all safety equipment, to include, but not limited to: one (1) ballistic vest, one (1) set of leather or nylon gear and one (1) authorized duty handgun, shall be issued to each employee and will be replaced as needed and maintained by the department.

ARTICLE XVII - GRIEVANCE PROCEDURE:

Employees covered by this agreement shall be subject to the terms and conditions of the Grievance Procedure.

ARTICLE XVIII - PROBATIONARY PERIOD:

The City Personnel Resolution provides 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 XIX - LEAVE REGULATIONS:

The Personnel System Rules regarding leave regulations follow:

1. That failure on the part of an employee absent without leave to return to duty within twenty four (24) hours after notice to return shall be cause for discipline.
2. To provide for the accumulation of vacation credits in hours per month.
3. To allow employees to use up to one half of their annual accrual of sick leave per year for family leave as provided by Labor Code Section 223.

4. To provide for a more specific definition of family member relative to bereavement leave. For bereavement leave purposes family member shall be defined as spouse, child, parent, sibling, grandparent, grandchild, or any relative living in the same permanent residence as the employee.

ARTICLE XX - COMPENSATORY TIME:

The Personnel System Rules incorporate the compensatory time policy and procedures for 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.

ARTICLE XXI – SHIFT DIFFERENTIAL:

Only 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.

ARTICLE XXI I- EDUCATIONAL INCENTIVE PAY

Employees who possess an 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 a regionally accredited college or university shall receive 5% above their base pay.

The maximum total incentive pay for educational achievement shall not exceed 5.0%.

ARTICLE XXIII – 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 10% above their base pay.

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

ARTICLE XXIV - TUITION REIMBURSEMENT:

Expenses for tuition, books and educational fees at a regionally accredited college or university for classes directly related to the employee's scope of work shall be reimbursed up to \$500 per fiscal year; provided that such reimbursement must have been preapproved by the Department Head and City Manager and shall be conditioned upon receiving a grade of "C" or above or "pass" if the class is a pass/fail and proof of payment by the employee is provided to the City.

ARTICLE XXV - SMOKING AND TOBACCO POLICY:

Employees are prohibited from smoking or using any tobacco products in all public buildings and City-owned vehicles.

ARTICLE XXVI – MEDICAL, DENTAL AND VISION INSURANCE BENEFITS:

Effective August 27, 2016, the City shall pay 90% and employees with dependents shall pay 10% of all health premium costs for medical, dental, and vision 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).

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.

City reserves the right to amend, suspend or change medical insurance contracts at any time for any reason, but shall meet and confer with EMPLOYEES prior to doing so. Dependents are as defined under the coverage of the medical insurance policy.

ARTICLE XXVII - CITY RIGHTS:

Section 1: 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, are specifically listed in Section 2030.10 of the Personnel Policy Resolution number 2008-51.

ARTICLE XXVIII - EMPLOYEE RIGHTS:

The following are employee rights:

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.

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 XXIX - ASSOCIATION RESPONSIBILITY:

If the Nevada City Police Officers’ Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XXIX, “Prohibited Conduct”, Section 1, 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 XXIX, "Prohibited Conduct", Section 1, and return to work.

If the Association performs all of the responsibilities set forth in Section 1 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 XXIX, "Prohibited Conduct", Section 1.

ARTICLE XXX- NO STRIKE--NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: 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.

Section 2: 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.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities in Article XXIX, Association Responsibility, the City may suspend any and all of the rights and privileges accorded to the Association under the terms of this agreement, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

ARTICLE XXXI - ENTIRE AGREEMENT:

It is the intent of the parties hereto that the provisions of this Agreement and the policies and regulations contained within the most current City Personnel Resolution 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.

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 being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXXII - WAIVER OF BARGAINING DURING 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 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.

ARTICLE XXXIII - EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Agreement and any Personnel Rules and policies.

ARTICLE XXXIV - FULL FORCE AND EFFECT

All provisions of Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XLV - TERM OF AGREEMENT:

The term of this Agreement shall cover the period beginning July 2, 2016, and shall continue in full force and effect through June 30, 2018.

ARTICLE XLVI - RATIFICATION AND EXECUTION:

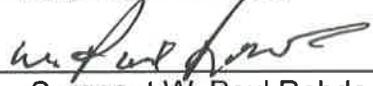
The City and the Association acknowledge that this Agreement shall be in full force and effect once adopted by the City Council for the City of Nevada City. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 10th day of August, 2016. 24

CITY OF NEVADA CITY

By: 
Mark T. Prestwich, City Manager

By: 
Catrina Olson, Assistant City Manager

**NEVADA CITY POLICE
SUPERVISOR'S ASSOCIATION**

By: 
Sergeant W. Paul Rohde

By: 
Sergeant Chad Ellis

**CITY OF NEVADA CITY - 5 STEP SALARY SCHEDULE
JULY 2016**

NEVADA CITY POLICE SUPERVISOR'S ASSOCIATION- EXHIBIT A

As of 7/1/13

	A	B	C	D	E	Annual Range
Monthly	\$ 4,189	\$ 4,399	\$ 4,618	\$ 4,849	\$ 5,092	\$ 50,268 \$ 61,104
Hourly	\$ 24.17	\$ 25.38	\$ 26.64	\$ 27.98	\$ 29.38	

Police Sergeant

As of 7/1/14

	A	B	C	D	E	Annual Range
Monthly	\$ 4,315	\$ 4,531	\$ 4,757	\$ 4,994	\$ 5,245	\$ 51,776 \$ 62,937
Hourly	\$ 24.89	\$ 26.14	\$ 27.44	\$ 28.81	\$ 30.26	

As of 7/1/15

	A	B	C	D	E	Annual Range
Monthly	\$ 4,444	\$ 4,667	\$ 4,899	\$ 5,144	\$ 5,402	\$ 53,329 \$ 64,825
Hourly	\$ 25.64	\$ 26.92	\$ 28.26	\$ 29.68	\$ 31.17	

As of 7/1/16: 4.5%

	A	B	C	D	E	Annual Range
Monthly	\$ 4,644	\$ 4,877	\$ 5,120	\$ 5,376	\$ 5,645	\$ 55,729 \$ 67,742
Hourly	\$ 26.79	\$ 28.14	\$ 29.54	\$ 31.01	\$ 32.57	

As of 1/1/17: 3%

	A	B	C	D	E	Annual Range
Monthly	\$ 4,783	\$ 5,023	\$ 5,273	\$ 5,537	\$ 5,815	\$ 57,401 \$ 69,775
Hourly	\$ 27.60	\$ 28.98	\$ 30.42	\$ 31.94	\$ 33.55	

As of 7/1/17: 4%

	A	B	C	D	E	Annual Range
Monthly	\$ 4,975	\$ 5,224	\$ 5,484	\$ 5,759	\$ 6,047	\$ 59,697 \$ 72,566
Hourly	\$ 28.70	\$ 30.14	\$ 31.64	\$ 33.22	\$ 34.89	

As of 1/1/18: 3%

	A	B	C	D	E	Annual Range
Monthly	\$ 5,124	\$ 5,381	\$ 5,649	\$ 5,931	\$ 6,229	\$ 61,488 \$ 74,743
Hourly	\$ 29.56	\$ 31.04	\$ 32.59	\$ 34.22	\$ 35.93	