

**MEMORANDUM OF UNDERSTANDING
CITY OF NEVADA CITY
MANAGEMENT AND SUPERVISORY EMPLOYEES**

July 1, 2022 through June 30, 2025

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ARTICLE 1: RECOGNITION.

This Memorandum of Understanding applies to the following management employees:

- Administrative Services Manager / Deputy City Clerk
- Chief Plant Operator
- City Planner
- Division Fire Chief
- Parks/Recreation Manager
- Public Works Superintendent

ARTICLE 2: COMPENSATION.

The salary schedule for employees of this unit shall be contained in the City master salary schedule with ranges and steps as approved by the City Council.

Effective the first pay period of July 2022, all employees shall receive a general salary increase of 6.0%, which is included in the City master salary schedule attached in Appendix A. Effective the first pay period of July, 2023, all employees shall receive a general salary increase of 4.0%. Effective the first pay period of July, 2024, all employees shall receive a general salary increase of 4.0%. No changes shall be made unless mutually agreed upon.

ARTICLE 3: MISCELLANEOUS ALLOWANCES.

Section 1: For those employees in the Managerial and Supervisory Unit (DPW, WWTP/WTP) who are required to perform maintenance and operation duties in and around public infrastructure facilities, the City will provide a clothing allowance consistent with that provided for DWP, WWTP/WTP employees in the Miscellaneous MOU which is as follows:

For employees in the Department of Wastewater/Water Treatment Plant Department, expenses for required boots will be reimbursed by the City up to an annual amount of \$250.00. All other expenses for required uniform clothing will be provided by a uniform service paid by the City.

For employees in the Department of Public Works, all expenses for required uniform clothing will be reimbursed by the City up to an annual amount of \$500.00 upon hire, and \$250.00 per year thereafter.

Section 2: The City will provide an annual uniform allowance of \$1,000.00 to the Fire Division Chief.

Section 3: The City will provide a cellular phone stipend of \$25.00 per pay period to the employees in acknowledgement of the fact that the City requires the employee to be generally accessible via cellular phone for the conduct of City-related business:

The employee shall provide, and the City may publish, the cellular phone number to designated individuals and organizations with whom the employee normally conducts City-related business. Employees receiving a cell phone stipend are responsible for securing a cellular phone and a usage plan of their choice and shall provide immediately notification to the City in the event their cellular plan is cancelled or terminated. In the event of cancellation or termination, the City reserves the right to eliminate the stipend benefit.

Section 4: The City will provide one button down shirt, one polo shirt, and one hat (with the City logo) per fiscal year to all employees beginning on October 1, 2022 or earlier upon an approved standard for the items.

ARTICLE 4: 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 and Association agree to meet and confer regarding an update to the City Travel Authorization and Reimbursement Policy to include a standardized per diem for meal reimbursement at federal indexed amounts.

ARTICLE 5: 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 safety 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 1 non-safety employees hired prior to February 10, 2010 covered by this agreement will participate in the Public Employees Retirement System (PERS) 2.5% @ 55 formula. Effective July 2, 2016, the City shall pay on behalf of the employee 2% of the 8% employee member contributions and the employee shall pay the remaining 6% on a pre-tax basis. Effective July 1, 2017, the employee shall pay the full employee member contribution of 8% on a pre-tax basis.
- Tier 2 non-safety employees hired on or after February 10, 2010 that are considered "Classic Members" will participate in the City's Public Employees Retirement System 2%@60 formula. Effective July 2, 2016, Tier 2 non-safety employee members shall pay the full employee member contribution of 7% on a pre-tax basis.
- Tier 3 safety hired after January 1, 2013 or later who are not considered "Classic Members" by CalPERS will participate in either the Public Employees Retirement System 2%@57 formula (safety) or 2%@62 (non-safety) formulas. Tier 3 employees shall pay half of the "Total Normal Cost" on a pre-tax basis up to limits established by CalPERS.

ARTICLE 6: VEHICLE RETENTION/USAGE.

The Fire Chief is authorized overnight home retention of a City-provided vehicle for public safety purposes.

ARTICLE 7: HOLIDAYS.

Management Employees shall be entitled to the following paid holidays:

- New Year's Day – January 1st
- Martin Luther King, Jr. Day – Third Monday in January

- President's Day – Third Monday in February
- Cesar Chavez Day – March 31st
- Memorial Day – Last Monday in May
- Independence Day - July 4th
- Labor Day – First Monday in September
- Columbus Day – Second Monday in October
- Veteran's Day – November 11th
- Thanksgiving Day – 4th Thursday in November
- Day following Thanksgiving Day – 4th Friday in November
- Christmas – December 25th
- Two Floating holidays

ARTICLE 8: VACATION AND VACATION ACCUMULATION.

In addition to the terms and conditions contained in the City's Personnel Regulations, the following terms are agreed to between members of this unit and the City:

Employees may accrue up to 320 hours or two times annual accrual amount, whichever is less. No further accrual of vacation leave time may accrue without advance approval from the City Manager. Approval must be based upon a valid work or personal restriction on taking vacation leave and any approval must include a reasonable plan for reducing the leave balance.

ARTICLE 9: SICK LEAVE.

Employees shall be entitled to sick leave benefits specified in the "Sick Leave Policy" (Section 2240 of City Personnel Regulations).

ARTICLE 10: 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
 State Fair Housing and Employment Act and Pregnancy Disability Leave
 Federal Family and Medical Leave Act

ARTICLE 11: ABSENCE POLICY.

Employees covered by this agreement shall be subject to the terms and conditions of the absence policy (Section 2260 of City Personnel Regulations) 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 12: GROUNDS FOR DISCIPLINE.

Employees covered by this agreement shall be subject to the terms and conditions of the Grounds for Discipline Policy (Section 2310 of City Personnel Regulations).

ARTICLE 13: GRIEVANCE PROCEDURE.

Employees covered by this agreement shall be subject to the terms and conditions of the Grievance Procedure (Section 2320 of City Personnel Regulations).

ARTICLE 14: PROBATIONARY PERIOD (2080).

Before employing a person as a full-time or part-time regular employee, the City shall employ that person as a probationary employee for a period of at least twelve (12) months. The City Manager may extend the probation period beyond twelve (12) months. Any extension of the probationary period shall also extend the probationary status of the employee.

The probationary period is a step in the City's hiring process. It allows the probationary employee and the City an opportunity to determine if this is the right job for this person and the right person for the job. The City will use the probationary period to continue its assessment of an applicant for regular employment.

At any time during the probationary period, the probationary employee or the City may terminate the employment relationship without cause and without recourse to the Grievance Procedure set forth in Section 2320 of this City Personnel Regulations.

If interrupted by an authorized leave or absence, the probation period will be extended accordingly.

ARTICLE 15: DISCIPLINARY ACTIONS (2310).

In addition to the City Personnel Regulations, paid administrative leave pending completion of a disciplinary investigation shall not constitute discipline.

ARTICLE 16: LEAVE REGULATIONS.

The City Personnel Regulations regarding leave regulations include the following important information:

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 up to and including termination of employment.
2. No benefits will accrue during any leave of absence without pay, but accrued benefits will not be lost except as otherwise provided (2270.30).
3. During a leave of absence without pay, the City payment of premiums for health benefits will become the responsibility of the employee (2270.40).
4. Except when an employee is on Family Medical Leave Absence (FMLA), an employee's group health benefits will be maintained and paid by the City (2270.40).

ARTICLE 17: ADMINISTRATIVE LEAVE.

Effective the first pay period in July each year all employees covered by this Memorandum of Understanding shall receive 80 hours of administrative leave for use during the current fiscal year. Administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City. Administrative leave shall be subject to the same rules for usage and accounting as vacation leave except as provided below.

Administrative Leave may be requested and scheduled, subject to approval of the City Manager. Administrative Leave may not be accrued, accumulated or carried over from year to year. Any unused Administrative Leave remaining at the end of a fiscal year shall be forfeited.

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.

ARTICLE 23: 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, 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 or 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 City Resolutions and Codes.

The City's exercise of a City right listed herein shall not be subject to the Grievance Procedure unless it is alleged 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 24: ENTIRE AGREEMENT.

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

ARTICLE 25: 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 26: 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 Unit shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

ARTICLE 27: ADVERSE FINANCIAL IMPACT.

In the event that the City suffers substantial economic hardship during the term of this agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues of five percent (5%); a reduction in General Fund reserves of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

ARTICLE 28: FULL FORCE AND EFFECT.

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

ARTICLE 29: TERM OF AGREEMENT.

The term of this Agreement shall cover the period beginning July 1, 2022, and shall continue in full force and effect through June 30, 2025.

ARTICLE 30: REOPENERS.

City and Association agree to a reopener during the 2022/2023 Fiscal year for health, dental, and vision insurance coverage to seek expanded options for coverage and City premium cost savings without changes to the employee coverage amounts.

City and Association agree to a reopener during the 2022/2023 Fiscal year to discuss schedule change implementation and potential for shift differential pay.

ARTICLE 31: RATIFICATION AND EXECUTION.

The City and the Nevada City Management and Supervisory Employees acknowledge that this Memorandum of Understanding 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 Nevada City Management and Supervisory Employees and entered into this 29th day of June 2022.

CITY OF NEVADA CITY



Sean Grayson
City Manager

**NEVADA CITY
MANAGEMENT EMPLOYEES**



Amy Wolfson
Employee Representative

APPENDIX A

Monthly salaries as of First Pay Period in July 2022 with 6% increase:

Position	Range	Step A	Step B	Step C	Step D	Step E
Administrative Services Manager / Deputy City Clerk	34	5816.79	6107.64	6424.14	6733.66	7070.35
Chief Plant Operator	42	7087.19	7441.55	7813.63	8204.32	8614.52
City Planner	40	6745.69	7082.98	7016.16	7808.99	7987.43
Division Fire Chief	48	8218.98	8629.93	9061.42	9514.49	9990.21
Parks/Recreation Manager	29	5140.86	5398.09	5668.17	5951.12	6248.77
Public Works Superintendent	33	5674.92	5958.66	6256.60	6569.42	6897.90