

Memorandum of Understanding

Between

City of Auburn

And

Auburn City Hall Employees Association

Term: July 1, 2025 through June 30, 2026

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ARTICLE 1: PREAMBLE

This Memorandum of Understanding, hereinafter sometimes referred to as the Agreement, entered into by and between the City of Auburn, hereinafter sometimes referred to as the City and the Auburn City Hall Employee Association, hereinafter referred to as the Association, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment for employees as provided in the following Agreement.

ARTICLE 2: CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding, without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by City and not abridged herein, include, but are not limited to, the following subject to the requirements of this Memorandum of Understanding and/or any provision of law whether it be statutory or judicial:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable workload; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 3: ASSOCIATION RECOGNITION AND RIGHTS

3.1 Recognition

The City recognizes the Association as the exclusive representative of those employees within the bargaining unit for the purpose of meeting and conferring in good faith on matters within the mandatory scope of representation pursuant to California Government Code §3500 et seq.

Represented classifications:

- Administrative Analyst
- Assistant Civil Engineer
- Associate Civil Engineer
- Associate Planner
- Building Inspector
- Building Official
- Engineering Technician I/II
- Permit Technician
- Project Manager
- Project/Transit Manager
- Senior Building Inspector
- Senior Planner

3.2 Access To Employee Work Locations

Representatives of the Association shall have the right of reasonable access to bargaining unit members outside of their assigned duties, before and after work hours, at meal and break periods, and at other non-work times with prior notice to the City Manager or designee.

3.3 Distribution And Posting Of Association Literature

The Association may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Association and shall bear the date of posting.

3.4 Use Of City Facilities

The City Manager or his designee, upon request, may permit the Association to use facilities, depending upon availability of space, for meeting purposes at no charge. No request for use of City facilities shall be unreasonably denied.

3.5 Association Notice/Access

The City will provide the Association with 10 days' advance notice by email to the Association President of any new employee orientation as provided under California Government Code §3556. A designated Association representative will be given access and a reasonable amount of time without loss of pay during all new employee orientation meetings to communicate with the public employees that the Association represents to ensure the effectiveness of state labor relations statutes, meaningfully communicate through cost-effective and efficient means with the public employees on whose behalf it acts, and afford Association representatives an opportunity to discuss the rights and obligations created by this MOU and the role of the Association, and to answer questions.

The City will provide by email to the Association President a list of the name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address of any new employee in the Association's bargaining unit within 30 days of hire or by the first pay period of the month following hire as provided under California Government Code §3558.

Upon request, the City will provide by email to the Association President a list of all employees in the Association's bargaining unit at least every 120 days. The list will include each employee's name, job title, department, work location, work telephone number, home telephone number, personal cellular phone number, personal email address, and home address.

Nothing in the article is intended to limit or abridge the provisions of AB 119 as codified in California Government Code Sections 3555 to 3599.

3.6 Discrimination

The City and Association agree not to discriminate against any employee for the employee's membership in, activity on behalf of, or other means of lawful participation or refraining from participating in the Association which are authorized and protected by statutory law, memorandum of understanding or City code, ordinance or resolution.

ARTICLE 4: GRIEVANCE PROCEDURES

4.1 Purpose

The purposes and objectives of the Grievance Procedure are to:

- A. Assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors, and management.
- B. Afford employees a written and simple means of obtaining consideration of their grievances by informal means at the department head level and review of the Department Head's decisions.
- C. Resolve grievances as quickly as possible and correct, if possible, the causes of grievances, thereby reducing the number of grievances and future similar complaints.

4.2 Informal Grievance Procedure

Any employee who believes that he or she has a grievance as defined under Section 4.3 shall make a reasonable effort to discuss the request or complaint with his or her immediate supervisor in an attempt to settle the matter as simply and informally as possible. The procedure applies to all employees of the City in the bargaining unit.

4.3 Definition Of Grievance

A "grievance" is the subject of a written request or complaint which has not been settled in Section 4.2 above and it concerns the interpretation and/or application of a specific term of provision of an applicable memorandum of understanding regarding wages, hours and other terms and conditions of employment over which the appointing authority has control. A grievance must specify the relief sought, which relief must be within the power of the appointing authority to grant in whole or in part.

A grievance shall not include the following:

- 1. The contents or rating of a performance evaluation;
- 2. A position classification issue;
- 3. Any form of release from employment or discipline, including: dismissal, suspension or demotion, or any other form of discipline, including a letter of reprimand or counseling;
- 4. A change in title, job classification or salary based on City classification studies;
- 5. Any matter which would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation or policy established by the City Council; or

6. A matter which concerns an employee who has, since filing the grievance, submitted a letter of resignation or otherwise voluntarily terminated his/her employment with the City.

4.4 Employee's Right To Representation

An employee may be represented in the preparation and presentation of his/her grievance at any step in the procedure. The grievant is entitled to be released from work with pay for appearances at any or all levels of the grievance procedure. Any expenses incurred by the employee in the retention of representation shall be at the expense of the employee filing the grievance.

4.5 Formal Grievance Procedure

All formal grievances shall be submitted within twenty (20) working days after the occurrence of the circumstances or within twenty (20) working days after the employee or the Association knew or should have known of the circumstances giving rise to the grievance; otherwise, the right to file a grievance is waived, and no grievance or cause shall be deemed to exist and no action will be considered. A formal grievance is deemed submitted upon submission of a written grievance on the form provided by the City for this specific purpose. Failure by the grievant to meet any of the specified timelines shall constitute a withdrawal and waiver of the grievance. Failure by the City to meet any of the specified timelines shall entitle the grievant to appeal to the next level of review.

4.6 Statement Of Grievance

The grievance shall contain a statement of:

1. The specific situation, act, or acts complained of as in violation of the MOU.
2. The relevant section(s) of the Memorandum of Understanding.
3. The inequity or damage suffered by the employee.
4. The specific action requested.

4.7 Consolidation

Grievances involving the same or similar issues may be consolidated for presentation at the discretion of the person hearing the grievance.

4.8 Resolution

Any grievance resolved at any step of the grievance procedure shall be final and binding on the City and the grievant, provided it has been reviewed and approved by the City Manager.

4.9 Withdrawal

Any grievance may be withdrawn by the grievant at any time in writing, without prejudice so long as the time for filing a grievance under Section 4.5 has not expired.

4.10 Time Limits

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure. Time limits shall run from the date when time for disposition expired. Any grievance not carried to the next step by the grievant within the prescribed time limits, or such extension, which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

4.11 Resubmission

Upon consent of the person hearing the grievance and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

4.12 Waiver Of Grievance Step

Upon consent of the person assigned to review the grievance and the grievant, a grievance may be submitted to a higher step in the grievance procedure.

4.13 Extension Of Time

The time limits for action must be taken or a decision made as specified in this Resolution may be extended only by written consent of the grievant and the person before whom disposition of the grievance is pending.

4.14 Grievance Steps

1. Step One: In the event after the matter is not resolved following the informal review, a written grievance shall be presented within ten (10) working days to the Department Head. The Department Head shall have five (5) workdays to respond in writing to the grievance and may confer with supervisory or administrative personnel before responding to the grievance.
2. Step Two: If a mutually satisfactory solution to the grievance has not been reached at Step One, the grievant has five (5) working days to submit the grievance to the City Manager or to request mediation or advisory arbitration. The City Manager shall have ten (10) working days after receipt of the grievance in which to schedule such investigations or hearings as may be necessary to create any applicable

administrative record; upon submission of the matter and any administrative record, the City Manager shall render a written decision within ten (10) working days, unless the parties otherwise agree to an extension of time. Unless an extension of time has been agreed upon in writing, failure of the City Manager to render a written decision within twenty (20) working days shall constitute a denial of the grievance, and the grievant may proceed to mediation or arbitration as provided below.

Advisory Arbitration Procedure: As an alternative Step Two procedure, the grievant may elect to proceed to advisory arbitration, as set forth in Section 4.16 below.

4.15 Mediation - Mutual Agreement

Prior to an arbitration hearing, the parties, by mutual consent may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the City and the Association. In the event the grievance is not resolved, stipulations, admissions, settlement proposals or concessions agreed to or offered during mediation shall not be admissible at a subsequent hearing. If mediation is not accepted the parties may proceed to advisory arbitration of the grievance.

4.16 Arbitration - Selection Of Arbitrator

An arbitrator may be selected by mutual agreement of the City and the Association.

- A. Arbitration - Failure to Agree on Arbitrator: Should the parties fail to mutually agree on an arbitrator, they shall make a joint request to the American Arbitration Association (AAA) for a list of seven (7) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names until one remains. The order of strikes shall be determined by coin toss.
- B. Arbitration - Submission of Statement: The parties shall, 30 days following the City Manager's receipt of a written request for arbitration, exchange in writing their understanding of the question or questions submitted for arbitration. Thereafter, the parties to the arbitration shall exchange a written summary of the evidence they intend to offer. The parties shall reach agreement on and reduce to writing the question or questions to be submitted for arbitration. In the event of no agreement of the question or questions, each party shall submit their own questions together with the exchanged summaries of evidence. A list of witnesses to be used by each side, shall be submitted to each other and the arbitrator ten (10) working days prior to the arbitration hearing.

- C. Arbitration - Scope of Arbitration: The arbitrator shall have no power to alter amend, change, add to or subtract from any of the terms of this Memorandum. The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties and shall reflect the intent of the parties in agreeing to this Memorandum as well as applicable law.
- D. Effect of Arbitrator Decision: The decision of the arbitrator shall be binding upon the Association. To the extent that the award of the arbitrator is not in excess of \$5,000.00 per individual grievant. it is binding on the City. To the extent that such award exceeds \$5,000 per individual grievant it is advisory. The City shall, within sixty (60) days of receiving notice of decision and award requiring expenditure in excess of \$5,000 per individual grievant, take action to implement the award or deny the award in excess of \$5,000 per individual grievant. The decision of the arbitrator is otherwise final. If the award is denied, the Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum or applicable law.
- E. Arbitration - Arbitrator's Decision/Time Limit: Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the hearing. The decision of the arbitrator is advisory. If requested by either party, the decision shall be accompanied by written findings of fact and conclusions of law.
- F. Arbitration – Expenses: The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorneys' fees and witness fees shall be borne only by the party incurring that cost.

4.17 Grievance - Non-Retaliation

Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation as a result of filing or participating in a grievance.

ARTICLE 5: HOURS OF WORK AND OVERTIME

5.1 Hours Of Work

All offices of the City, except those for which special regulations are required, shall be kept open for business on all days of the year except Saturday, Sunday and holidays, including proclaimed office closure by the President or Governor for City employees, continuously from 8:00 a.m. until 5:00 p.m. Employees, for whom necessity requires a different schedule

than that generally applied, shall work according to regulations prepared by the respective department heads and approved by the City Manager.

- A. **Part-Time Employees:** Part-time employees hired by the City are defined as those positions working less than a 40-hour week and on an hourly rate of pay.

Part-time employees may be hired as temporary, provisional or regular employees with the approval of the City Manager.

Extra Help Positions: A position which is intended to be occupied on less than a year-round basis including but not limited to the following: To cover seasonal, peak workloads; emergency extra workloads of limited duration; to fill vacant positions during the recruitment period; and other situations involving a fluctuating staff or workload. Extra Help employees may be hired up to step three of the salary range or with the written approval of the City Manager hired above step 3 of the Salary Range. Extra Help employees shall receive no additional benefits other than those required by law, except with the expressed approval of the City Council. An Extra Help position shall not be filled longer than 960 hours per fiscal year without the specific written approval of the City Manager.

5.2 Alternate Work Schedules

- A. In addition to the traditional workweek of five (5) workdays of eight (8) hours each in a forty (40) hour workweek, the City may establish alternate work schedules as follows:

1. **Hours of Work:**

- **4/10 Schedule:** Four ten-hour workdays in a workweek.
- **9/80 Schedule:** Four nine-hour workdays each workweek, and one eight-hour workday and corresponding day off on that workday every other workweek, for a total of 80 hours worked over nine days within a two-week pay period.
- **3/12 Schedule:** Three twelve-hour workdays each workweek, and one eight-hour workday and corresponding day off on that workday every other workweek, for a total of 80 hours worked over seven days within a two-week pay period.

2. **Overtime:** For purposes of computing overtime pursuant to the Fair Labor Standards Act for a 9/80 Schedule and a 3/12 Schedule, the normal workweek is established exactly four hours after the start of the shift on the alternate 8-

hour workday/day off and continues for 168 hours (seven consecutive 24-hour periods).

Overtime worked after twelve (12) consecutive hours in a workday shall be compensated per Section 5.3(C) of the MOU.

3. Holidays: Employees shall receive eight hours paid for each city-observed holiday. When an observed holiday falls on the scheduled alternative day off, the employee will receive eight hours of paid holiday the workday prior. City-observed holidays paid on a scheduled nine-hour, ten-hour or twelve-hour workday will require the employee to use a corresponding amount of their accrued vacation, floating holiday, or management leave balances in addition to the eight hours of paid holiday provided, up to the scheduled hours of the workday. For example, a City-observed holiday paid on a scheduled nine-hour workday will require the employee to use one hour of their accrued vacation, floating holiday, or management leave balances.
- B. The City agrees to discuss with the Association thirty (30) days in advance of implementation of an alternate work schedule. Every effort will be made to schedule such workdays consecutively and avoid back-to-back workweeks, unless a separate written workweek agreement is entered into by the City and the Association.
- C. In accordance with Section 5.2(A) of the MOU, the City and CHEA have agreed to implement a 9/80 alternate work schedule program.

5.3 Overtime And Overtime Compensation

For regular employees subject to regulation of the Department of Labor in the bargaining unit, any work required in excess of the normal workday or workweek shall be classed as overtime work, consistent with the Fair Labor Standards Act.

- A. FLSA Workweek: For purposes of computing overtime pursuant to the Fair Labor Standards Act, the normal workweek is established at 12:01 a.m., Sunday, and extends to 11:59 p.m., Saturday, with the exception of an approved 9/80 Schedule or 3/12 Schedule, which will have a normal workweek as defined in Section 5.1 of the MOU.
- B. Vacation, sick leave and comp time shall not count as “paid time” for the purposes of calculating overtime.
- C. Overtime work, when directly ordered by the department head or the City Manager, shall be compensated by pay at the rate of time-and-one-half the straight time rate, or time off with pay at a rate of time-and-one-half the straight time rate, at the option

of the employee. Such time shall be calculated to the nearest fifteen (15) minutes. Time worked without direct order of supervisor/department head will be subject to review.

- D. Overtime worked after twelve (12) consecutive hours in a workday shall be compensated by pay at the rate of two (2) times the straight time rate or time off with pay at the rate of two (2) times the straight time rate, at the option of the employee. Limits on accumulation and cash out contained in this article shall remain unchanged.
- E. Compensatory Time Off (CTO): Employees can elect to transfer overtime hours worked into a Compensatory Time Off leave bank. Overtime hours will be credited at 1.5x to match the overtime hourly pay rate of 1.5x.
 - 1. CTO Bank Maximum: The CTO bank is limited to a maximum of 90 hours. Overtime worked when the employee has a balance of 90 hours will be compensated as overtime.
 - 2. CTO Use: Accrued CTO leave will be used when requested by the employee and approved by the Department Head.

5.4 Call Back

When an employee, after completing their normal work shift and leaving their worksite, or at any other time outside of their regularly scheduled hours, responds to an authorized order to return to duty to perform overtime work, the employee shall be compensated as follows:

- A. Initial Payment: The employee will receive a minimum payment of two (2) hours at their base pay rate.
- B. Overtime Compensation: For all actual hours worked during the call back, the employee will be compensated at the overtime rate.
 - Compensation Time Off: Employees may elect to receive the overtime compensation as CTO.
- C. Supersession of Initial Payment: Once the overtime rate exceeds the minimum call out rate the employee is no longer eligible for callback pay.

5.5 Standby

Unrestricted Standby: Whenever any employee is required to remain available on a standby basis, he/she shall be compensated at the rate of \$1.25 per hour.

Standby duty means time in excess of the official workweek during which an employee is required to return to duty when called to do so.

5.6 Travel Pay

Employees shall receive pay to and from any City authorized function when travel is an extension of the normal work shift.

5.7 Training Pay

Any employee in the unit who is assigned in writing, by the appointing authority, to train another employee shall receive five percent (5%) training pay for the duration of the assignment.

ARTICLE 6: COMPENSATION

6.1 Salary Increases

Effective in the pay period including July 1, 2025, the attached Salary Schedule (Attachment A) will be implemented with the following adjustments:

- All classifications within the bargaining unit shall receive a three percent (3%) base wage increase.

6.2 Financial Ability To Meet Future Mou Commitments

During the term of this agreement, in the event the City declares a fiscal emergency and the City's total general fund reserves decrease 25 percent or more below existing levels as of July 1, 2023, any remaining subsequent salary increase shall be cancelled.

6.3 Status Changes

- A. **Salary At Time of Employment:** The plan may provide a flat salary rate or a salary range for each classification with a minimum, maximum and one or more intermediate steps. The beginning or normal hiring rate shall usually be at the first step of the range. Every new employee shall be paid the first step on employment, except that the City Manager or other appointing authority may authorize employment at a higher step if the labor supply is restricted or the person to be hired is unusually qualified. Such offer must be in writing and supported by documentation.
- B. **Change In Pay Upon Promotion:** When an employee is promoted, he/she shall normally receive the first step in the salary range that provides at least a 5% raise for the new position.

- C. **Change In Pay Upon Demotion:** When an employee is demoted he/she shall be paid in accordance with the salary schedule for the new lower class to which the employee is demoted; he/she shall be placed in a step within the salary range in his/her new lower class, which is the same as or above the step held prior to demotion, providing said demotion is not the result of disciplinary action.
- D. **Change In Pay Upon Reclassification:** When a position is reallocated to a classification with a higher pay range and the incumbent employee retains the position, he/she shall normally be placed at the first step in the new range. If no increase in pay results, advancement may be made to the new step immediately above the present salary. When a position is reallocated to a classification for non-disciplinary reasons with a lower salary range, the incumbent employee shall not be reduced in pay while he/she continues to occupy the position. If his/her current rate exceeds the maximum step of the new range, his/her salary shall be frozen (“blue penciled”) at its current level. When the incumbent leaves the position, his/her replacement shall normally be hired at the beginning rate.

6.4 Merit Step Increases

- A. **Merit Increase Consideration:** Employees are eligible for consideration for step advancement based on merit, demonstrating progressive improvement in job skills and work performance.
- B. **Merit Increase Review Schedule:** The merit increase anniversary date is established upon the employee’s start date in their current position. The interval between step increases will be based on an employee’s time in that position, with regular part-time positions prorated by their full-time equivalence (FTE).
- Regular full-time positions: Eligible for consideration every 12 months of active, full-time service.
 - Regular part-time positions:

Budgeted Position Hours	Position FTE	Service Eligibility Period
Up to 1,040 hours	Up to 0.5	Every 24 months
Up to 1,560 hours	0.51 to 0.75	Every 18 months
1,561 hours or more	0.76 or more	Every 12 months

- C. **Pay Period Application:** Step increases will be applied to the entire pay period in which the increase is effective.

- D. Exceptions: The City Manager shall have the authority to withhold step advancements only for reasonable cause, and the department heads have the authority and responsibility to recommend withholding step advancements by the City Manager, if they are not merited. Department heads shall keep their employees informed about their job performance, giving good work its proper recognition any deficient work all possible guidance and assistance toward improvement. Department heads shall notify the employee as to the reasons for withholding step advancements. Such matters may be subject to the grievance procedure and limited to whether the City was arbitrary, capricious or discriminatory.

6.5 Pay For Employees In An “Acting” Capacity

Any employee in the Unit who is assigned to and performs the duties of a higher-level classification in an “acting” capacity for a full shift or more, for any reason, shall receive the first step of the higher-level class or at least a five percent (5%) increase in hourly base rate over their current salary step. Out of class assignments must be to a position that is vacant or has an absence of the permanent employee. Acting assignments for more than five days must be approved by the City Manager and the relevant Department Head.

6.6 Special Assignment Positions

Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Selection of employees to said position and removal there from shall be made by the City Manager upon recommendation of the department head. An employee so assigned shall receive a salary increase of not less than five percent (5%) of his/her present hourly base rate.

6.7 Longevity

Employees will receive longevity pay based on years of service. Longevity pay is non-cumulative and provided as follows:

Start of Service Year	Longevity Pay
10th year	5% of base pay
15th year	10% of base pay

6.8 Filling Of Vacant Positions/Classification Advancement

All positions open for recruitment shall be posted on each departmental bulletin board beginning with the first day of the job opening, and remaining on each departmental bulletin

board in an area accessible to employees, until the application period closes. The City also agrees to post all open recruitment flyers on the City Intranet.

Provided that the position is budgeted, employees of the unit hired in the entry or “I” level of the class series shall be promoted to the “II” or journey level of the class series upon completion of one (1) year of service, provided that the performance rating of the employee is at an overall “satisfactory” or higher rating. An employee with less than a satisfactory overall rating at the lower level shall be re-evaluated no later than three (3) months after the original denial of their promotion, so that he/she may be promoted to the next higher level of the class series. Denial of a promotion to the next higher level after the second review may only be for reasonable cause.

ARTICLE 7: SPECIAL ALLOWANCES

7.1 Public Works Field Employees Uniforms

A. The City shall provide field employees with the following uniforms:

1. Classifications:

- Building Official
- Building Inspector
- Engineering Technician I/II
- Project Manager
- Senior Building Inspector

2. Uniforms:

- Six Pants
- One pair of safety boots (based on need)

B. These shall be provided and replaced upon presentation of need to the Planning & Public Works Director.

7.2 Meal Allowance

In the event an employee is required to work an additional one and one half (1.5) hours beyond a regularly scheduled shift (including call out time and emergency overtime), the

employee shall be entitled to receive the following meal allowances, through the payroll system, upon request to their Supervisor/Director with a completed overtime slip:

- Breakfast: \$12.00
- Lunch: \$16.00
- Dinner: \$29.00

7.3 Mileage Allowance

When an employee in the unit is conducting City business or is authorized to attend seminars, schools, etc., or when provided by department head/appointing authority, which requires them to travel, they shall use a City vehicle if one is available. When a City vehicle is not available, the employee may use his/her privately owned vehicle and be reimbursed at the current General Services Administration (GSA) rate. Use of privately owned vehicles must be authorized in advance by the City Manager or his designee. Employees authorized to use a privately-owned vehicle shall be required to maintain Public Liability and Property Damage (PL & PD) insurance coverage on their vehicle and to maintain their operator's license in good standing.

7.4 Immunization Shots

The City will provide immunization shots for employees as required by state and local health officials for certain working conditions. Additionally, the City will provide, at no expense to the employee, hepatitis vaccinations to all employees of the Department of Public Works who are assigned to work tasks that may result in the risk of hepatitis exposure.

ARTICLE 8: LEAVES OF ABSENCE

8.1 Vacation Leave

- A. Leave Use: The City provides vacation leave as a benefit to eligible employees. Employees have a right to vacation leave, subject to approval by the department head or their designee. Approval shall be based on employee preferences, seniority, and the department's workload requirements.
- B. Accrual Amounts: Regular full-time employees accrue vacation time based on their years of service, and regular part-time employees accrue vacation time prorated by their position's full-time equivalence (FTE).
 - Regular full-time employees:

Start of Service Year	Annual Accrual
Upon hire	96 hours
3rd year	120 hours
6th year	136 hours
11th year	168 hours
16th year	184 hours

- Regular part-time employees:

Position Hours per Fiscal Year	Annual Accrual
Less than 1,040 hours	Does not accrue
Up to 1,663 hours	50 percent of the full-time rate
1,664 hours or more	100 percent of the full-time rate

- C. Accrual Frequency: Vacation leave hours will accrue semi-monthly.
- D. Probationary Employees: Probationary employees may not use their accrued vacation time during the first six months of employment.
- E. Leave Balance Cap: Employees may carry a balance of unused vacation leave up to a maximum of twice their accrual rate. Vacation accrual stops when balances exceed the cap, until reduced below the cap. The City Manager may grant exceptions that are deemed to be in the best interest of the City.
- F. Vacation Leave Cash Out: Employees may cash out up to 40 hours of vacation leave per fiscal year. Vacation leave cash out shall be requested in writing by the employee. The City will process the payment in the next scheduled payroll period.
- G. Separation: Upon separation, the employee's accrued vacation leave balance will be paid out with their final compensation.

The City shall pay to the estate of an employee who dies prior to discharge for cause, retirement or layoff, any accrued vacation leave balance. Payoff shall be based on the appropriate hourly pay rate of such employee at the time of death unless otherwise stated herein.

- H. Leave Without Pay: Vacation will accrue prorated for any pay period where an employee takes unpaid time off, resulting in a reduction of paid hours.

- I. Vacation Leave Bank B (Grandfathered): Vacation Leave Bank B hours, established November 10, 2015, have been depleted with no remaining balances. The Vacation Leave Bank B will be eliminated on July 1, 2025.

8.2 Sick Leave Bank A

- A. Sick Leave Use: The City provides paid sick leave to employees to care for themselves or a family member's health needs, including diagnosis, treatment, or preventative care, or for specified purposes if you or a family member are a victim of a crime.
 1. Sick leave shall be taken in periods of no less than one (1) hour.
 2. For actual use of sick leave, the employee may choose whether Sick Leave Bank A or Bank B is used. If the employee does not select which leave bank is to be drawn when leave is used, Sick Leave Bank B will be the default.
 3. Employees shall, whenever possible, make appointments for medical, dental and similar purposes on non-workdays. If this is not possible, sick leave may be used for these purposes in accordance with the rules stated above.
- B. Accrual Amounts: Regular full-time employees will accrue 96 hours per year.
- C. Accrual Frequency: Sick leave hours will accrue on a semi-monthly basis.
- D. Leave Without Pay: The accrual amount will be prorated for any pay period in which an employee takes time off without pay.
- E. Separation: Upon separation of employment for reasons other than retirement, all accrued sick leave hours are forfeited. Sick leave hours have no cash value.
 - Retirement: Upon retirement from the City, employees may apply unused sick leave toward CalPERS service credit, up to the maximum hours allowed by CalPERS per California Government Code 20965.
- F. Sick Leave Abuse: If the City believes that an employee is abusing the sick leave privilege, prior to the employee returning to work, the City may require a doctor's certificate or other adequate proof stating that the employee was unable to perform work duties due to a medical condition. In the case of frequent use of sick leave, or a patterned absence, an employee may be required to file a doctor's certificate or other adequate proof for each illness, regardless of duration. An employee may also be required to take an examination by a doctor designated by the City and to authorize consultation with the employee's own doctor concerning their illness.

8.3 Sick Leave Bank B

The City established Sick Leave Bank B effective November 11, 2015.

- A. Initial Transfer to Sick Leave Bank B: Employees hired prior to November 11, 2015 shall have their sick leave hours moved to a separate leave bank named Sick Leave Bank B.
- B. Bank B Accrual: No additional sick leave shall be accrued to Sick Leave Bank B.
- C. Bank B Use: Employees may continue to use Bank B under the same provisions as Sick Leave Bank A Section 7.1(A) "Sick Leave Use".
- D. Bank B Cash Out: Employees with Sick Leave Bank B hours in excess of four hundred and eighty (480) may, annually at the employee's option, sell back to the City up to seventy-two (72) hours. For cash-out purposes, sick leave in Sick Leave Bank B shall be based on the current hourly rate of pay earned by employees immediately preceding May 11, 2015. In the event the City Council determines the City has a financial problem, it shall direct the City Manager to reject sick leave "buybacks" for the fiscal year. The City Manager shall meet with the Association prior to such action; however, such meeting shall not be construed as a "meet and confer" obligation.
- E. Bank B Separation: Upon Retirement from the City, employees with a balance exceeding 480 hours may cash out any hours exceeding 480, at the base hourly pay rate effective May 11, 2015. Hours up to and including 480 are not eligible for cash out.
 - Upon retirement from the City, employees may apply unused sick leave toward CalPERS service credit, up to the maximum hours allowed by CalPERS per California Government Code 20965. Any remaining sick leave hours are forfeited..

8.4 Supplemental Family Leave

The City Manager may approve up to 40 hours of Supplemental Family Leave per calendar year for employees facing serious and unforeseen circumstances that requires their presence at home to care for an eligible family member's health needs, including diagnosis, treatment, or preventative care.

- A. Eligible Family: Spouse, child, parent, sibling, grandparent, grandchild, parent-in-law, registered domestic partner, or family member domiciled with the employee.
- B. Leave Eligibility: Employees with at least five years of continuous service are eligible to request Supplemental Family Leave.

- C. Family Emergency: The City Manager may approve up to two additional days per calendar year for catastrophic and unforeseen emergencies (e.g., missing immediate family, housing loss due to disaster).

8.5 Mandatory Time Off

Employees shall not accrue Mandatory Time Off (MTO). Employees with accrued MTO time may continue to use such time in the same manner as Vacation Leave, except that MTO shall have no cash value.

8.6 Bereavement Leave

Any eligible employee shall be granted bereavement leave with pay as necessary, but not to exceed five (5) workdays upon the death of a close relative in accordance with California Government Code Section 12945.7. For purposes of bereavement leave, close relatives are defined as parent, sibling, spouse, registered domestic partner, child, grandparent, grandchild, or parent-in-law of the employee. Additional bereavement leave for travel purposes not to exceed three (3) workdays may be granted by the City Manager when circumstances warrant the same.

8.7 Jury Duty Leave

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay while actively rendering such service. Any jury fees received by an employee shall be remitted to the City, exclusive of any meal/and/or travel reimbursements rendered by the courts.

8.8 Holidays

- A. The City will provide eligible employees paid time off for the following recognized holidays:
- New Year's Day
 - Martin Luther King, Jr. Day
 - Presidents Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - The Friday immediately following Thanksgiving Day

- Christmas Eve, or the last workday before Christmas
- Christmas Day
- New Year's Eve, or the last workday before New Year's Day

B. Holiday Pay Calculation: Holiday pay will be calculated based on the employee's position's full-time equivalence (FTE) as follows:

- Regular full-time employees: Eight (8) hours paid for each recognized holiday.
- Regular part-time employees:

Position Hours per Fiscal Year	Annual Accrual
Less than 1,040 hours	Not eligible
1,040 hours	4 hours
Up to 1,663 hours	6 hours
1,664 hours or more	8 hours

C. Weekend Holiday Observance: Unless otherwise specified, Holidays that occur on a Saturday will be observed by the city the Friday before. Holidays that occur on a Sunday will be observed by the city the Monday after.

D. Employees Required To Work A Holiday: Any employee who might be required to work on any of the above holidays shall be compensated at overtime rates in accordance with Overtime sections in this Agreement. If a holiday falls on an employee's regular day off, he/she shall be entitled to equivalent time off at a later date.

8.9 Floating Holiday

Full-Time Employees will be credited 12 hours of floating holiday on January 1st each year. These hours must be used within the credited calendar year. Unused hours will be forfeited, and will not carry into the next calendar year.

Hours credited to employees hired after January 1st will be prorated.

8.10 Military Leave

A. Military leave shall be granted in accordance with the provisions of state law (Military and Veterans code). All employees entitled to military leave shall give their department head and the City Manager a notice and opportunity, within the limits of military requirements, to determine when such leave shall be taken. If available, a copy of military orders received shall be delivered to the City prior to the taking of

such leave. If not available, then upon return from military duty a copy of military release shall be given to the City.

- B. Full pay shall continue while the employee is on military duty; however, upon return to employment in the City, any military pay received for such duty is to be reimbursed to the City.

8.11 Leave Of Absence

The City Manager, upon written request of an employee, may grant a leave of absence without pay for an initial period up to ninety (90) days. Additional leave, not to exceed one (1) year maximum, may subsequently be granted for good and sufficient reason. Leaves hereby authorized shall include educational leaves, maternity leaves, employee illness and injury, and leave for any other purpose promoting the good of the service. Whenever granted, such leaves shall be in writing and signed by the City Manager. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time leave was granted. Failure of the employee to report promptly at its expiration, or within a reasonable time after notice to return to duty shall terminate his or her right to be reinstated. Any leave without notice or without authorization shall be absence without leave and shall be the basis for summary dismissal.

8.12 Catastrophic Leave Plan

A benefit-qualified employee may donate to or receive from any other employee donation from any banked time except sick leave (i.e., vacation, CTO, holiday). Participation in this plan shall be voluntary.

- A. All donations shall be made and accepted in writing using a form jointly developed by the City and the Association.
- B. The City and Association will post and publicize the name and department of each employee in need of donation.
- C. The donation in any category must be a minimum of one (1) hour of usable time.
- D. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient.
- E. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's usable vacation accrual balance. Once credited, the donation becomes irrevocable. A donor terminating for any reason shall be paid for pledged but unused leave time.

- F. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Exceptions to this paragraph may be approved by the Association and City Manager or designee.
- G. To be eligible to use donations, an employee must:
1. Be incapacitated and unable to work or needed to care for a family member who is incapacitated due to a prolonged, catastrophic, non- industrial illness or injury as confirmed by the treating physician. Documentation must include the estimated time the employee will be unable to work;
 2. Have exhausted all usable balances, including sick leave;
 3. Be on an approved leave of absence.

8.13 Eligibility To Donate Hours

To be eligible to donate hours, an employee must retain a total of at least one hundred twenty (120) hours (including sick leave) after the donation.

8.14 Use Of Donated Hours

All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:

- All leave balances, including both donated and accrued leave, are exhausted; or
- The employee returns to work at his/her normal work schedule;
- The employee's employment terminates.

8.15 Donated Hours Received

Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal work hours.

8.16 Donated Hours Utilized

Used donated leave time shall be subject to the recipient's normal payroll deductions.

8.17 Donated Hours Counts Toward City Service

Used donation leave time shall count toward the application of City service and benefits in the same manner as when the employee is on paid vacation leave.

ARTICLE 9: HEALTH AND INSURANCE BENEFITS

9.1 Health, Dental, And Vision Benefits (Full-Time Employees)

A. Medical Insurance: The City is committed to employee well-being, and as a core benefit, offers medical plans through the Public Employees Medical and Hospital Care Act (PEMHCA). The City shall establish a Cafeteria Plan (“Plan”) for health premiums. The City’s contribution to the plan includes the Minimum Employer Contribution amounts mandated under PEMHCA.

1. Plan Premium Contributions: The city will make monthly contributions toward plan premiums, with the employee responsible for any remaining premium of their selected health plan.
2. City Contribution: The City’s monthly contribution amount will be recalculated annually for each of the three subscriber tiers (employee only, employee and 1 dependent, employee and 2 or more dependents).
 - Annual Recalculation Formula: Previous Year’s Contribution + 80% of Average Monthly Premium increase of available plans within Placer County, excluding the highest and lowest.
 - The initial plan year contributions for this agreement are:

Subscriber Tier	Amount
Employee only	\$1,033.65
Employee and 1 dependent	\$2,067.33
Employee and 2 or more dependents	\$2,686.91

3. Employee Contribution: Employee contributions will be deducted semi-monthly from their pay on a pre-tax basis, in accordance with Section 125 of the Internal Revenue Code.
- B. Medical Insurance Waiver Benefit: Regular full-time employees are eligible for a cash benefit when waiving City-provided medical insurance benefits.
1. Eligibility: Employees must sign a waiver for medical, and provide proof of alternative active medical coverage.

2. Benefit Amount: Employees hired on or after July 1, 2025, who waive medical insurance benefits shall be paid \$300.00 per month in equal installments of \$138.46 per bi-weekly pay period.
 3. Grandfathered Benefit: Current employees hired before July 1, 2025 who waive medical insurance benefit shall be paid \$890.00 per month in equal installments of \$410.77 per bi-weekly pay period.
- C. Dental Insurance: The City will provide a dental plan with a maximum \$1,500 benefit, at no cost to the employee.
- D. Vision Insurance: The City will provide a vision plan at no cost to the employee.

9.2 Health, Vision, And Dental Benefits (Part-Time And Retired Employees)

The City will pay fifty percent (50%) of health insurance premium costs for part-time employees. Part-time employees desiring coverage must pay fifty percent (50%) of said health insurance premium costs.

Part-time employees hired after July 1, 2005 who are regularly scheduled to work less than twenty hours per week are not eligible to participate in the health, vision and dental plans. Part-time employees regularly scheduled to work twenty (20) hours per week shall be eligible to have fifty percent (50%) of the above applicable premium costs paid by the City. Part-time employees who work between twenty (21) hours and thirty-one (31) hours per week shall have seventy-five percent (75%) of the above applicable premium paid. Part-time employees who work between thirty-two hours and forty hours per week shall have seventy-five percent (75%) of the above applicable premium paid.

9.3 Requests Of Retired Employees

Upon request of an employee who is retiring, City shall transfer that employee's unused accrued sick leave into a pool to be used for payment of health insurance premiums. Only accrued and unused sick leave in Sick Leave Bank B, and in accordance with Section 8.3, shall be permitted for payment of retiree health insurance premiums. The request shall be made within thirty (30) days following the retirement of the employee. When the balance in the pool is exhausted, the retired employee shall be responsible for paying the full cost of health insurance premiums. The City contribution shall be limited to the CalPERS required minimum employer contribution, if applicable.

9.4 Life Insurance

The City shall provide a \$50,000 group-term life insurance plan for all full-time, regular employees.

9.5 State Disability Insurance

Employees in the unit shall be enrolled in the State Disability Insurance (SDI) program. The premium costs for SDI shall be borne by the employee, and payments shall be integrated with accrued sick leave.

9.6 Deferred Compensation

457(b) Deferred Compensation Plan: The City offers both Traditional and Roth 457 retirement savings plans, allowing employees to save for retirement.

- A. Employee Contributions: Employees can contribute pre-tax to a Traditional plan or after-tax to a Roth plan, within IRS limits.
- B. Employer Contributions: As a benefit, employees will be enrolled in a City-sponsored 457 plan, and the City will contribute \$37.50 semi-monthly to each employee's plan for a total of \$75.00 per month. These employer contributions are included in the annual contribution limit.

9.7 California Public Employees' Retirement (CalPERS)

The City contracts with CalPERS to provide employee retirement pensions. Employees are enrolled and placed into a CalPERS retirement tier based on their eligibility, as outlined in the City's contract with CalPERS. Both the City and employees contribute to the retirement plan each payroll.

- A. Miscellaneous Classic Members:
 - 1. Formula: 2% @ 55
 - 2. Final Compensation: Single highest year compensation formula.
 - 3. Eligibility: This applies to employees hired at the City before January 1, 2013, and who CalPERS designates as Classic members.
 - 4. Contribution: Employees contribute 7% of their eligible compensation pre-tax to the retirement plan.
- B. Miscellaneous PEPRA Members:
 - 1. Formula: 2% @ 62
 - 2. Final Compensation: 36-month average compensation formula.
 - 3. Eligibility: This applies to employees hired at the City on or after January 1, 2013, and who CalPERS designates as PEPRA members.

4. Contribution: Employees contribute 50% of the total normal cost of the PERS retirement plan pre-tax.

9.8 Drug, Alcohol, And Substance Abuse Policy

The City reserves the right, for reasonable suspicion, to require an employee to submit to drug, alcohol or substance abuse testing.

“Reasonable suspicion” for purposes of this section includes, but is not limited to, the following:

1. A critical incident has occurred while on duty for the City or at the employee’s work location. A Critical Incident is defined as:
 - An accident in a City vehicle, or
 - An accident in a personal vehicle while on City business.
2. An accident involving a City vehicle or equipment causing damage to property or persons in combination with any factors in paragraph 5 below.
3. Employee manifests mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed.
4. Employee is observed with illegal drug or drug paraphernalia in possession for possible sale or use; employee is observed with an open container of alcohol in work area or vehicle.
5. Documented objective facts and a reasonable inference drawn from those facts that an employee is under the influence of drugs, alcohol or substance. Such objective facts may include characteristics of the employee’s appearance, behavior, mannerisms, speech or body odors. Components of such documentation should include equilibrium, manner of speech, mental reactions, odor of intoxicants on breath or clothing, eyes, general appearance, physical actions and work behaviors.

9.9 Employee Assistance Program

To support employee well-being, the City offers a confidential Employee Assistance Program (EAP) at no cost to employees. The City will select a vendor to administer this program to provide professional counseling and referral services for personal and family matters, including marital, family, substance abuse, stress, and mental health issues.

ARTICLE 10: REDUCTION IN FORCE

10.1 Layoff Authority

The City Manager may lay off employees pursuant to the following procedures:

1. The City will notify the Association of pending layoffs at least 30 days prior to the layoff of employees. The City will notify affected employees at least two (2) weeks prior to actual layoff. The City at its discretion may place employees scheduled for layoff on paid Administrative Leave.
2. The City shall provide the Association with the opportunity to meet and confer regarding alternatives to the layoff.

10.2 Reasons For Layoff

The appointing authority may lay off or reduce an employee when necessary:

- A. For reasons of economy, lack of work or funds;
- B. A change in organization where there are more employees than positions in any class within the City.

10.3 Employment Status And Layoff

- A. Layoffs and reductions shall be made by class or position. In each class or position in which there is to be a layoff or reduction, employees shall be laid off according to employment status in the following order:
 1. First: Temporary
 2. Second: Probationary
 3. Third: Permanent
- B. Temporary employees shall be laid off according to the needs of the service as determined by the appointing authority. Probationary employees in the class shall be laid off or reduced according to seniority in service.

10.4 Order Of Layoff

In case there are two or more regular employees in the class from which layoff or reduction is to be made, such employees shall be laid off or reduced on the basis of the last rating in the class as follows:

- A. Employees within each category shall be laid off in inverse order of seniority in City service, EXCEPT where an employee possesses special skills essential to the City.

- B. An employee whose position must be eliminated or vacated for the reasons cited in this section and who requests a voluntary reduction rather than cause some less senior employee to be laid off or reduced, is entitled to have his/her name placed on a re-employment list.
- C. In the event of a tie in seniority, the following regular performance ratings on file will determine the order:
 - 1. First: All employees having ratings of “Unsatisfactory”
 - 2. Second: All employees having ratings of “Improvement Needed”
 - 3. Third: All employees having ratings of “Satisfactory”
 - 4. Fourth: All employees having ratings of “Outstanding”

10.5 Bumping Rights

- A. An employee who is laid off may elect to either “bump” to a position previously held or to fill a vacancy for which he/she possesses the minimum and desirable qualifications and has seniority rights.
- B. An employee whose position must be eliminated or vacated for the reasons cited in this section and who requests a voluntary reduction rather than cause some less senior employee to be laid off or reduced, is entitled to have his name placed on a re-employment list.

10.6 Re-Employment List

- A. The names of persons laid off or reduced in accordance with these rules shall be entered upon a re-employment list in the inverse of order specified for layoff. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list. When a vacancy occurs, the appointing authority shall appoint the person highest on the re-employment list who is available. Two refusals shall cause the incumbent’s name to be stricken from the list.
- B. Names of persons laid off or reduced in lieu of layoff shall be carried on a re-employment list for a three (3) year period, except that the names of persons appointed to regular positions of the same level as that from which laid off shall, upon such appointment, be dropped from the list. Persons reduced or re-employed to a lower class or re-employed on a temporary basis shall be continued on the list for the higher position for an additional one (1) year period. A person appointed from a layoff

list shall continue to have the same anniversary date he/she had prior to termination, but shall have no seniority accrued except active service.

- C. Persons separated from employment because of budget cuts can retain the right to return to a job if a vacancy occurs, provided that there is an annual notice of interest in being a City employee, and that the minimum standards for employment are met at the time of reinstatement.

10.7 Ties In Performance Rating And Seniority

In case of tie affecting two or more persons, the person with the lowest performance rating shall be laid off first. If a tie still exists and the persons were appointed from the same eligible list to the position from which the layoff is to be made, the person whose name was lower on said eligible list shall be laid off first. If the appointments were not from the same eligible list, that person who was appointed from the later eligible list shall be laid off first.

10.8 Exception To Order Of Layoff

Where the appointing authority deems it to be for the best interest of the service, he/she may retain an employee who has specific qualifications, despite the order of the layoff provided above, if the appointing authority determines:

1. Such action is for the best interest of the service;
2. The employee retained has such special qualifications;
3. The employee laid off does not have such special qualifications; and
4. Such special qualifications are important in the performance of the work of the City.

10.9 Reduction

The appointing authority may, at his discretion, if he/she deems it for the best interest of the service, make reductions in lieu of layoff to positions at lower levels in the same or related series or positions in other series for which the employee to be reduced has demonstrated that he/she possesses the skills and aptitudes required in the position to which he/she is to be reduced, thereby causing layoffs only in the lower ranks. An employee reduced pursuant to this section shall not be subject to further reduction from the class until all employees in that class, who have not been subject to reduction, have vacated that class.

10.10 Alternatives To Layoff

- A. After finding that a layoff of permanent positions is to be recommended to the City Council, the City Manager shall meet with the Association to explore internal

alternatives to laying off workers such as: early retirement incentives, transfer opportunities, training and development assignments, and voluntary layoff.

B. If, after alternatives have been exhausted, actual layoff has been approved by the City Council, the City Manager shall make the following services available:

1. Employee Assistance Program counseling.
2. Job counseling (including resume preparation, interview skills, updated information on completing applications, networking skills).
3. Access to City documents regarding employment opportunities in surrounding cities and other agencies with whom the City has contacts.
4. Job training programs to update skills.
5. Such services shall be provided by the City for a period not to exceed six (6) calendar months from the date of City Council approval of layoff.

10.11 Contracting Out Services

The City shall notify the Association no less than 45 days prior to permanently contracting any work performed by Unit employees.

ARTICLE 11: DISCIPLINE PROCEDURE

11.1 MOU Precedent Over City Personnel Rules And Regulations

Association and City agrees that the City Personnel Rules governing disciplinary grievances shall be replaced in its entirety by the following disciplinary process:

11.2 Discipline Procedure

A. General Provisions:

1. The term “discipline” as used in this section includes, but is not limited to: 1) letter of reprimand; 2) suspension; 3) demotion; 4) termination. One form of discipline does not preclude any other form and the City retains the right to move to any disciplinary action warranted by the circumstances and employee conduct. The level of discipline shall consider the seriousness of the offense and the employee work history.
2. The City Manager or designee may discharge, suspend, demote, reduce in pay, or otherwise render discipline to all employees of the City.

3. Department heads, with the approval of the City Manager, may suspend employees of their respective departments for a period of five (5) days or less.
4. Disciplinary action taken against an employee holding regular status shall be subject to appeal and review in the manner hereafter provided.
5. Department heads, with the approval of the City Manager, may discharge any probationary employee without cause. There is no appeal for a probationary release.
6. Oral counseling and/or documented oral counseling shall not be subject to any appeal or grievance procedure, however an employee has the option to submit a written rebuttal if they so choose. These documented oral counseling memorandums may be removed upon request from the employees personnel file (maintained in Administrative Services and department) after 2 years, provided that no disciplinary action has occurred during this period. After such conditions are met, such counseling memorandums shall become null and void.
7. The City Manager shall approve any discharge of an employee prior to such discharge becoming effective.
8. When an employee is served with a final notice of termination (discharge) from City employment, the employee shall be immediately removed from the City payroll.

B. Discipline:

1. Investigations: The City Manager shall be responsible for all investigations regarding possible long-term disciplines.
2. Short-Term Discipline: Short-term discipline is any suspension of an employee for a period of five (5) days or less, or a Letter of Reprimand. Any appeal by such employee of a short-term discipline is limited to a review by the City Manager or designee. The affected employee shall submit such appeal within five (5) workdays after being notified of the proposed suspension or letter of reprimand. The City Manager or designee shall respond to such appeal within five working days following the employee's appeal, by sustaining, reducing or removing such suspension or Letter of Reprimand.

The request for an appeal shall contain the following:

- The name of the employee requesting the appeal.

- The name/address/phone number of the employee's representative
 - The date that the request for an appeal was prepared.
 - All known reasons or grounds, and the supporting facts, upon which the employee is requesting such appeal (i.e. discrimination, failure to follow progressive discipline, etc.)
3. Long-Term Discipline: Long-term discipline is any suspension of an employee for a period greater than five (5) workdays, demotions to a lower pay step or range or termination from City employment.

C. Grounds For Discipline:

1. Cause for suspension, reduction in rank, demotion, dismissal of an employee, or other non-exclusive actions, include but are not limited to, the following:
- Fraud in securing or maintaining employment
 - Inefficiency
 - Neglect of duty
 - Insubordination
 - Dishonesty
 - Use, abuse or possession of controlled substances, intoxicants, or drugs while on duty, or off-duty use which impeded performance
 - Addiction to the use of narcotics or habit forming drugs
 - Absence without leave (including abandonment of position)
 - Discourteous treatment of a member of the public or another employee
 - Improper political activity as defined by Federal/State law
 - Misuse of City property
 - Violation of the policies or regulations of the City or provisions of the Memorandum of Understanding in effect
 - Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.

- Misuse of sick leave, including excessive or patterned absenteeism or tardiness.
- Sexual harassment or other abuse of employees.
- Any other failure of good behavior either during or outside of duty hours, which is of such nature that it causes discredit to the City or his/her employment.

11.3 Long Term Discipline Pre-Disciplinary Hearing For Suspension, Reduction Or Discharge

- A. In suspending an employee in a non-emergency situation or in reducing an employee in rank or in discharging an employee for the causes specified in 11.1(C) above, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) working days prior to the effective date of the proposed action. Such written notice shall contain:
1. a description of the proposed action;
 2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 3. copies of material on which the proposed action is based;
 4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 5. a statement of the employee's right to representation;
 6. a statement of the employee's right to appeal should such proposed action become final.
- B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to the official who issued the written notice described in Section 11.2(A).
- C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.
- D. An employee shall receive written notice sustaining, modifying or canceling a proposed discipline stating the effective date of such action.
- E. An employee may represent themselves or may be represented in a hearing pursuant to this Article. The designated department head or appointed authority shall issue a

written notice of discipline within ten (10) working days of the submission or action or hearing. This notice shall set the date of the disciplinary action.

- F. Removal from Work Site Prior to Written Notice – Conditions: An employee may be removed from the workplace prior to receiving the ten days written notice specified in Section 11.2 above. In these cases, the Department Head, with the concurrence of the City Manager, shall document circumstances which indicate that the employee's continued presence at the work site could have detrimental consequences. In such a situation, the employee may be placed on paid administrative leave until the notification process is complete, and a decision is reached regarding the proposed disciplinary action, if any.
- G. Regardless of any appeal, the City, in its discretion, may impose the discipline outlined in the Notice of Discipline immediately after issuance of the Notice.

11.4 Post Disciplinary Appeal Procedure

- A. An employee, other than a probationary employee, who is subject to a long term discipline may appeal that suspension, demotion, or discharged by filing a notice of appeal with the City Manager or designee within seven (7) calendar days after service on such employee of the written Notice of Discipline. Oral counseling and documented oral counseling are not subject to this appeal procedure as there is no right to appeal these actions; however, a written rebuttal may be filed by the employee.
- B. The City Manager shall review the Notice of Discipline, Notice of Appeal, and Answer and shall then discuss the Notice of Discipline and appeal with the employee and/or his or her representative and the Department Head in an attempt to resolve the matter without the need for an appeal hearing.
- C. In the event an agreement regarding disposition of the matter cannot be reached within ten (10) calendar days after filing of the answer to the charges The parties shall request a list of seven arbiters from the American Arbitration Association or another mutually agreed upon organization or arbitrator. Within five (5) working days following receipt of the list of arbiters, the parties shall meet to select the arbitrators. The parties shall alternately strike one name from the list of arbitrators, the right to strike the first name to be determined by coin toss until one (1) name remains, and that person shall be the arbitrator for the procedure set forth in Section 11.5.
- D. Where practicable, the date for a hearing shall not be less than ten (10) calendar days, nor more than thirty (30) calendar days, from the date of the selection of the arbitrator. The parties may stipulate to a longer period of time in which to hear the appeal.

11.5 Advisory Arbitrator Procedure

- A. Hearing will be presided over by an Arbitrator. The employee shall have a right to appear in person on his/her own behalf with counsel or such representative as he/she requests to represent his/her defense.
- B. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in cases involving disciplinary action, and the Arbitrator shall use the standard of reasonable cause in determining the propriety of the City's conduct. The Arbitrator shall not hear witnesses or take evidence out of the presence of the other party. except by default. The Arbitrator shall be bound by the expressed terms and conditions of the Memorandum of Understanding, in determining the validity of the city's action and shall not have the authority to recommend any additions or subtractions from the Memorandum of Understanding.
- C. In the conduct of the hearing, the Arbitrator shall hold the hearing to make findings of fact and recommendations to both parties within thirty (30) calendar days of the Arbitrator's selection and appointment, unless mutually agreed by all parties to set a specific date other than thirty days specified above.
- D. The Arbitrator shall submit his/her findings and recommendations in writing to the City and the appellant.
- E. The Arbitrator's recommendations shall be advisory upon the appellant and the City until the Council exercises its discretion pursuant to Section 11.6 below.
- F. The Arbitrator shall conduct the hearing and shall rule on questions, evidence and procedure.
- G. Either party may call witnesses, introduce evidence, testify and question witnesses; written declarations of witnesses shall be allowed, in such manner as the Arbitrator may reasonably establish.
- H. The charging party has the burden of proof and shall first present evidence and testimony.
- I. Unless otherwise ordered by the Arbitrator. the order of proceedings shall be:
 - 1. Opening statement by the initiating party followed by a similar statement by the other side unless waived.
 - 2. Presentation of evidence, including witnesses, by the answering party.

3. Cross examination by the other party.
 4. Presentation of evidence, including witnesses, and arguments by the defending party.
 5. Cross examination by the initiating party.
 6. Summation by both parties, usually following the same order as in the opening statements.
- J. Hearings may be recorded at the request of either party with such expense being borne equally by the parties.
- K. If the parties want to file written post-hearing briefs or other data, time limits shall be set by the Arbitrator, and the hearing shall remain open until these documents are received.
- L. After both sides have had equal and reasonable opportunity to present all their evidence, the Arbitrator shall declare the hearing closed.

11.6 City Council As Final Arbitrator

- A. City Council shall review the Arbitrator's recommended decision as soon as the matter may be scheduled for City Council review. . Such request shall be submitted in writing to the City Clerk within ten (10) working days after service by mail of the Arbitrators decision. If no such request is made, the decision of the Arbitrator shall be final and binding.
- B. The City Council may approve, modify, or reverse the decision of an Arbitrator, and its decision shall be final.
- C. The findings and conclusions of City Council shall be made within twenty-eight (28) calendar days of the receipt of a notice of the Arbitrator's decision, unless extended by the Council, but in no event more than forty five (45) calendar days.

11.7 Cost Of Arbitrator

The cost of obtaining a panel of Arbitrators from the American Arbitration Association and all costs of the hearing, including the cost of the Arbitrator, shall be equally borne by the City, and the Association if the employee is represented by the Association. Each party shall bear the cost of its own attorney's fees.

ARTICLE 12: MISCELLANEOUS

12.1 Personnel Rules

The City will make available to its employees a current copy of the City Personnel Rules and Regulations. In the event that there is a conflict between the City's Personnel Rules and this Agreement, the terms of this Agreement shall prevail. Those provisions of the City's Personnel Rules, which directly pertain to regular unit members not specifically referred to in this Agreement, are, by this reference, incorporated herein.

12.2 Probationary Periods

- A. The regular probationary period for all employees in the unit shall normally be no longer than twelve (12) months of continuous service. Extension of probationary periods up to a maximum of three (3) months may be approved by the City Manager in individual cases where there is reasonable cause to do so.
- B. Employees hired into regular part-time positions shall have a probationary period that is prorated by their position's full-time equivalence (FTE), proportional to the number of hours worked each week. In other words, if the probationary period of a regular full-time employee is twelve (12) months, and the part-time regular position is half-time scheduled to work twenty (20) hours a week, then the probationary period shall be twenty-four (24) months.

12.3 No Strikes, No Lockouts

is agreed by the parties that there shall be no strikes or lockouts during the term of this Agreement. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, work stoppage or other concerted interference in violation of this section or refusing to perform duly assigned services in violation of this section, shall be subject to disciplinary action.

12.4 Pre-Existing Benefits, Policies, Resolutions, And Other Policies

The City shall continue to provide and comply with pre-existing, negotiable benefits, policies and Personnel Rules, and charter-type provisions pertaining to employer-employee relations in existence on the effective date of this Agreement.

12.5 Employee Break Room

As long as City funding is available, as determined by the City Manager, Finance Director and Finance Committee, a separate break room area will be provided at the City Hall.

12.6 Year-End City Hall Closure

The City may, at its sole discretion, close some or all of City Hall and related non-safety City operations between December 22 and January 2 for up to three workdays. The City will identify and notify employees impacted by such closures. Affected employees may elect to use accrued CTO, vacation, or floating holiday for the closure, or take leave without pay.

12.7 Tuition Reimbursement

With the advance written approval of the City, and upon satisfactory completion with a grade “C” or better, the City shall reimburse a permanent employee for the cost of tuition and books from a recognized college or university (on a course-by-course basis) for courses having a strong nexus to the employee’s job classification and which will, in the opinion of the City Manager, benefit the City. All classes will be taken on the employee’s own time. Reimbursement shall not exceed \$1,200 per employee per fiscal year.

12.8 Waiver Clause

This Memorandum of Understanding and its attachments and referents constitute the full agreement between the parties concerning wages, hours and conditions of employment. This Agreement may be altered, changed, added to, delete from or modified only through mutual consent of the parties. Any additions or other changes in this Agreement shall not be effective unless reduced to writing and properly signed by both parties.

12.9 Severability Savings Clause

- A. If, during the term 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 invalidating 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.

12.10 Term of Agreement

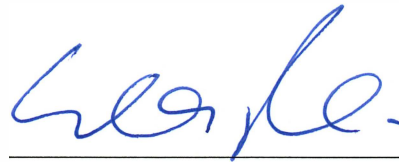
The term of this agreement shall be from July 1, 2025 through June 30, 2026, or thereafter, until a successor Agreement is negotiated.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

City Of Auburn

Dated: _____

6/25/25

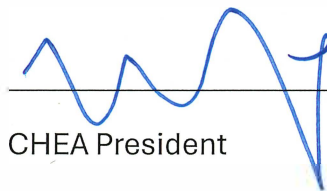


Sean Rabé, City Manager

Auburn City Hall Employees Association ("CHEA" or "Association")

Dated: _____

6.16.2025



Natalie
Hampton

CHEA President

Approved As To Form

Dated: _____

6/23/25



Gary B. Bell, City Attorney



ATTACHMENT A

Effective: 7/1/2025

City of Auburn Pay Schedule

Classification	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Analyst	CHEA	43.2569 89,974	45.4198 94,473	47.6907 99,197	50.0753 104,157	52.5790 109,364	55.2080 114,833
Assistant Engineer	CHEA	39.3769 81,904	41.3442 85,996	43.4145 90,302	45.5878 94,823	47.8641 99,557	50.2537 104,528
Associate Engineer	CHEA	48.3791 100,629	50.7996 105,663	53.3437 110,955	56.0114 116,504	58.8130 122,331	61.7588 128,458
Associate Planner	CHEA	40.6953 84,646	42.7347 88,888	44.8668 93,323	47.1122 97,993	49.4709 102,899	51.9429 108,041
Building Inspector	CHEA	33.3823 69,435	35.0509 72,906	36.8019 76,548	38.6456 80,383	40.5820 84,411	42.6111 88,631
Building Official	CHEA	56.8972 118,346	59.7400 124,259	62.7270 130,472	65.8685 137,006	69.1645 143,862	72.6253 151,061
Engineering Technician I	CHEA	27.4289 57,052	28.7988 59,902	30.2408 62,901	31.7549 66,050	33.3411 69,349	35.0097 72,820
Engineering Technician II	CHEA	33.2278 69,114	34.8861 72,563	36.6268 76,184	38.4602 79,997	40.3863 84,004	42.4051 88,203
Permit Technician	CHEA	30.1687 62,751	31.6725 65,879	33.2587 69,178	34.9170 72,627	36.6680 76,269	38.5014 80,083
Project Manager	CHEA	44.5269 92,616	46.7517 97,244	49.0898 102,107	51.5412 107,206	54.1162 112,562	56.8251 118,196
Projects and Transit Manager	CHEA	50.8923 105,856	53.4364 111,148	56.1041 116,697	58.9057 122,524	61.8515 128,651	64.9415 135,078
Senior Building Inspector	CHEA	37.4817 77,962	39.3563 81,861	41.3236 85,953	43.3939 90,259	45.5672 94,780	47.8435 99,514
Senior Planner	CHEA	44.5269 92,616	46.7517 97,244	49.0898 102,107	51.5412 107,206	54.1162 112,562	56.8251 118,196