

Memorandum of Understanding

Between

City of Auburn

And

Auburn Public Safety Association Non-Sworn

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 Public Safety Association Non-Sworn, also known as APSA and 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 in the Association, 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:

- Code Enforcement Officer
- Community Service Officer
- Dispatcher I/II
- Records Clerk I/II
- Records Communications Supervisor

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 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 Dues Deduction

The City agrees that after receipt of a voluntary written and signed authorization from an employee, it will deduct from the wages of said employee the amount of monthly dues as certified in such form and forward said amount to the Association.

The Association agrees to indemnify, defend and hold the City harmless against all claims, demands, expenses, judgments or other liability on account of dues or charges collected by

the City pursuant to this Agreement, and paid over to the Association. The Association agrees to refund to the City any amounts paid to it in error, upon presentation of proper evidence thereof. Upon voluntary written notification by the employee indicating that the employee is no longer a member of the Association, the City will cease to deduct monthly dues from the employee's wages.

3.6 Discrimination

The City and Association shall not 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: HOURS OF WORK AND OVERTIME

4.1 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 Positions: Part-time positions have a full-time equivalent (FTE) of less than 1.0, which corresponds to a budgeted annual work hour allocation of less than 2,080 work hours per fiscal year.
- B. Rest Period: Non-sworn police personnel shall be provided with a fifteen (15) minute rest period for each four (4) hours of work, unless emergency operational requirements are such as to preclude the taking of such rest periods.
- C. Dispatch Shift Bidding: Dispatch shift bidding shall be completed three (3) times per calendar year, with each shift rotation being four (4) months in duration. January – April, May – August and September – December. Each shift bid selection shall be seniority based, with the exception of one (1) four (4) month rotation which shall be reverse seniority. Prior to the new year, there will be a draw to determine which rotation is chosen by reverse seniority for the next year.

Shift bidding for Dispatch police personnel will be made at least forty-five (45) days prior to shift rotation implementation. All available shifts (days/times) shall be posted

for no less than seven (7) days in the Communications Center. This will afford all affected employees to make their respective shift selections. Dispatch police personnel will be allowed to trade shift assignments up to twenty-one (21) days prior to shift rotation implementation. New shift assignments shall be posted no less than fourteen (14) days prior to shift rotation implementation.

- D. Shift Changes: The City Police Department shall provide seven (7) days' notice to non-sworn police personnel prior to short-term shift changes or changes to scheduled days off, unless emergency operational conditions prevail. Shift changes or day off changes shall not be scheduled for non-sworn police personnel within a workweek, except upon a finding by the Police Chief that emergency conditions exist.

4.2 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 a workweek schedule consisting of forty (40) hours in increments of four (4) ten (10) hour days. In addition, the City may establish a workweek schedule of four (4) nine (9) hour days and one (1) eight (8) hour day or six (6) twelve (12) hour days and one (1) eight (8) hour day in an eighty (80) hour bi-weekly period.
- B. The City shall 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.

4.3 Overtime And Overtime Compensation

- A. FLSA Workweek: For purposes of computing overtime pursuant to the Fair Labor Standards Act (FLSA), the normal workweek is established at 12:01 a.m., Sunday, and extends to 11:59 p.m., Saturday. All hours paid above forty (40) hours within each FLSA workweek shall be paid at the employee's overtime rate of pay.
- B. Notwithstanding FLSA overtime rules, members of this bargaining unit are entitled to overtime compensation for any work required in excess of their normal workday or workweek, except that compensatory time off (CTO) is not counted as hours worked in determining when overtime is paid. This means paid vacation, sick and holiday leave counts as hours worked for calculating contractual overtime owed.
- 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 CTO 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 shall be paid but the employee may be subject to corrective action or discipline if no permission was given.

- D. 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 100 hours. Overtime worked when the employee has a balance of 100 hours will be compensated as overtime. The City Manager may approve temporarily accumulating a leave balance above 100 hours.
 2. CTO Use: Accrued CTO leave will be used when requested by the employee and approved by the Department Head.
 3. CTO Cash Out: Employees may cash out up to 80 hours per fiscal year. Cash out requests will be made to Human Resources on a paid leave cash out form signed by the employee. The City will then process the cash out in the next payroll run on a separate check.
- E. 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.

4.4 Call Back

Call back pay is provided to an employee who has already completed their regular work shift and left the worksite, but is called back to return to work for an unexpected or emergency situation.

For authorized callback, the employee shall be compensated at the overtime rate for all hours actually worked, with a guaranteed minimum of two (2) hours of pay at the overtime rate. The employee may elect to receive CTO hours in lieu of overtime pay.

4.5 Call Out Pay

Call-out pay is provided to an employee who is called in outside their regular work schedule to either start their scheduled shift early or to work an unscheduled shift on a normal day off with less than seven (7) days' notice before the required start time.

- A. Compensation: An employee subject to such a call-out shall be provided call-out pay of two (2) hours at the base rate of pay. If a call-out request includes two or more consecutive scheduled shifts at the time of the notification, then that is considered one call-out event and the employee is only provided the two (2) hours of call-out pay for the initial shift and not again for the other consecutive shifts.
- B. Overtime: In addition to such call-out pay, the employee shall be compensated at the overtime rate of pay for all hours actually worked on the initial shift or other consecutive shifts that are part of the call-out. The employee may elect to receive CTO hours in lieu of overtime pay.
- C. Exception: An employee who is given seven (7) days' notice or more of a work schedule change are not subject to call-out pay.

4.6 Accrued Compensatory Time Usage

Accrued compensatory time shall be used when requested by the employee and approved by the department head.

4.7 On-Call

Whenever any employee is required to remain available on an On-Call basis, he/she shall be compensated at the rate of \$2.25 per hour. On-Call duty means time in excess of the official workweek during which an employee is required to return to duty when called to do so.

4.8 Travel Pay

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

4.9 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.

4.10 Tuition Reimbursement

The City shall pay the cost of tuition and books of up to \$1,200 per employee per year. Courses must job related or part of the required coursework of formalized study for an associate's, bachelor's, or master's program and must be approved in advance by the City Manager or designee. At the conclusion of the class, the employee must provide their approved request form with evidence of a passing grade and receipts for eligible expenses.

ARTICLE 5: COMPENSATION

5.1 Salary Increases

Effective in the pay period including July 1, 2025, the attached Salary Schedule (Attachment A) for all classifications represented by the Association shall take effect, with all the classifications in the bargaining unit receiving a three percent (3 %) base wage increase.

5.2 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.

5.3 Educational/Post Certificate Incentive Pay

A. Education Incentive Pay: Non-sworn police personnel shall receive educational incentive pay based upon the following criteria:

1. Associate Degree: 2.5% raise on hourly base rate
2. Baccalaureate Degree or Master's Degree: 5% raise on hourly base rate
3. Educational incentive pay under this section shall not exceed five percent (5%) raise on hourly base rate.

B. P.O.S.T. Incentive Pay:

1. P.O.S.T. Dispatcher Basic Certificate: Dispatchers, and Community Service Officers, and Records Communications Supervisors will receive incentive pay of 2.5% raise on hourly base rate for having a Dispatcher P.O.S.T. Basic Certificate.
2. P.O.S.T. Supervisory Certificate: Records Communications Supervisor will receive incentive pay of 2.5% raise on hourly base rate for having a P.O.S.T. Supervisory Certificate.

5.4 Status Changes

A. Salary At Time of Employment: The normal hiring rate shall usually be at the first step of the salary range 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, the employee shall normally receive the first step in the salary range which results in a 5% raise for the new position. The employee will be eligible for step advancement after 12 months of satisfactory performance as long as they are below top step of the range.
- C. **Change In Pay Upon Demotion:** When an employee is demoted for any reason other than as a result of disciplinary action, he/she shall be paid in accordance with the salary schedule for the new lower class to which the employee is demoted; the employee shall be placed in a step within the salary range in the employee's new lower class which is the step most equivalent to the one held prior to demotion.
- 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, the employee 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 the employee's current rate exceeds the maximum step of the new range, then the employee's salary shall be frozen at its current level. When the incumbent leaves the position, the employee's replacement shall normally be hired at the beginning rate.

5.5 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
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- 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 employees informed about the employee's job performance, giving good work its proper recognition, identify deficient work, and provide 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.

5.6 Pay For Employees In An "Acting" Capacity

Any employee in the Unit who is assigned to and performs the duties of Records Communications Supervisor 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 over the employee's current salary step. Acting assignments must have the approval of the Chief of Police or Designee. The City Manager must approve Acting appointments lasting over 14 shifts.

5.7 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 the employee's hourly base rate.

5.8 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
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5.9 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 shall 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.

5.10 Shift Differential

- A. Night Shift Differential: Employees working more than fifty percent (50%) of work hours in a shift between the hours of 6 p.m. and 6 a.m. or as designated by the department shall receive shift differential pay in the amount of five percent (5%) added to their hourly base rate for the entire shift length.
- B. Shift Differential shall not be applied for paid absence from duty such as sick leave, vacation, holiday pay, CTO or any paid time off from accruals. Shift Differentials shall only apply to hours actually worked.
- C. Shift differential pay is earnable special compensation within the meaning of California Government Code Section 20636 and Title 2, Sections 571 and 571.1 of the California Code of Regulations.

ARTICLE 6: SPECIAL ALLOWANCES

6.1 Uniform Allowance

Employees will receive a bi-weekly uniform allowance of \$28.85 for regular full-time employees and \$14.43 for regular part-time employees to purchase uniforms. Uniforms must meet Department standards.

- A. New Hire Uniforms: The City will purchase an employee's first uniform to mitigate the financial burden on new hires.
- B. Protective Vests: The City shall provide an Armored Ballistic Vest to both the Code Enforcement Officer and the Community Services Officer. Replacement of both vests will be based on the manufacturers recommended intervals.
- C. Uniform Change: If the Department changes the required uniform, the City will meet and confer with APSA on implementation of the new required uniform and the fiscal impacts such change will have on the membership.

6.2 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

Meal allowance is hereby automatically authorized for those persons required to serve as recorder for the City Council or Planning Commission, provided that such employee is required to return for such meeting within ninety (90) minutes of the completion of the last shift worked.

6.3 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 Internal Revenue Service 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.

6.4 Immunization Shots

The City will provide immunization shots for employees as required by state and local health officials for certain working conditions.

6.5 Dispatcher Relief Differential

When a relief dispatcher is required to be called to duty, said dispatcher position shall be paid an amount of salary five percent (5%) greater than the assigned salary for that position. A relief shift dispatcher assigned for the purpose of this section of the Memorandum of Understanding refers to a shift used by the City to fill in between regular positions and can include swing shifts, day shifts, night shifts and double-backed shifts (meaning a period of eight (8) hours between shifts).

ARTICLE 7: LEAVES OF ABSENCE

7.1 Vacation Leave Bank A

- 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:

Budgeted Position Hours	Position FTE	Annual Accrual
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Up to 1,039 hours	Under 0.5	Does not accrue
Up to 1,663 hours	0.5 to 0.79	50% of the full-time accrual
1,664 hours or more	0.8 or more	100% of the full-time accrual

- C. Accrual Frequency: Vacation leave hours will accrue semi-monthly.
- D. Probationary Employees: Probationary employees, while serving their first twelve (12) months in the service of the City, shall not be allowed to use their accrued vacation time during the first ninety (90) days of employment. However, vacation credit shall accrue to such probationary employees during such time.
- E. Leave Balance Cap: No employee shall be allowed to maintain a balance of unused vacation leave in excess of twice their yearly allowance. Employees shall cease to accrue vacation leave until their vacation balance drops below this cap. Exceptions may be granted in writing by the City Manager based on the needs of the City.
- F. Vacation Leave Cash Out: Employees may cash out up to 40 hours of vacation leave once per fiscal year (July 1 thru June 30). Cash out requests will be made to Human Resources on a paid leave cash out form signed by the employee. The City shall process the payout in the next scheduled payroll run on a separate check.
- G. Separation: Upon separation from employment, the employee's accrued vacation leave balance will be paid out with their final compensation.
 - 1. The City shall pay to the estate of an employee who dies prior to discharge for cause, retirement or layoff, any accrued accumulated vacation. Payoff shall be based upon the hourly pay rate of such employee at the time of death.
- H. Vacation Scheduling Policy: The Police Department shall open to bid, vacation scheduling during each Shift Bidding process Management shall include any "blackout periods" prior to posting the vacation calendar during each Shift Bidding process. Vacation bidding shall be by seniority. Vacation bidding shall be a minimum of one workweek. The final vacation schedule shall be posted with each new shift bid selection prior to each shift rotation implementation.

Vacation requests applied for outside the bid period will be considered in the order they are received. In no event may a senior employee bump a junior employee from an approved vacation after the vacation schedule has been posted. However, employees may trade vacation periods if all trading employees agree and management approves.

- I. 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.

7.2 Vacation Leave Bank B (Grandfathered)

Vacation Leave Bank B, established October 12, 2015, will be eliminated June 30, 2027. Effective July 1, 2025, an employee can either use their Vacation Leave Bank B accruals under the same provisions as other Vacation Leave and/or cashout any remaining accruals of Vacation Leave Bank B at the hourly base pay rate effective October 12, 2015 in the same process as other Vacation Leave Cashouts. However, all remaining hours in this bank on June 30, 2027 will be cashed out at the hourly base pay rate effective October 12, 2015.

7.3 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.
 - Sick leave shall be taken in periods of no less than one (1) hour.
 - Employees with Sick Leave Bank B: For purposes of 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.
- B. Accrual Amounts:
 - Regular full-time positions: Accrue 96 hours per year.
 - Regular part-time positions: This section shall not apply to part-time employees. Part-time employees shall refer to the sick leave benefits provided in the City of Auburn Personnel Policy Manual Rules and Regulations, dated April 1992, as amended from time to time or as otherwise mandated by California Labor Code Section 245 et. seq.
- C. California Labor Code Section 233 (Kin Care): Whenever an employee believes it is necessary that they be absent from duty because of illness or injury of either a father, mother, stepfather, stepmother, spouse, domestic partner, child, stepchild, adopted child, child of a domestic partner, grandparent, grandchild, mother-in law, father-in law, or person for whom the employee is legal guardian, they may request from their immediate supervisor to be absent for up to forty-eight (48) hours in any calendar year with pay. All time used under this section shall be charged to the employee's sick leave balance. This section does not apply to extra help employees.

- D. Accrual Frequency: Sick leave hours will accrue on a semi-monthly basis.
- E. Sick Leave Cash Out: Sick leave shall have no cash value unless otherwise stated.
- F. Separation:
 - 1. Sick Leave Balance: Upon separation of employment for reasons other than retirement, all accrued sick leave hours are forfeited. Sick leave hours have no cash value.
 - 2. 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. Any remaining sick leave hours are forfeited.
- G. 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.

7.4 Sick Leave Bank B

The City established Sick Leave Bank B effective October 12, 2015.

- A. Initial Transfer to Sick Leave Bank B: Employees hired prior to October 12, 2015 shall have their sick leave hours moved to a separate leave bank named Sick Leave Bank B.
- B. Bank B Accrual: No additional leave will accrue to Bank B.
- C. Bank B Use: Employees may continue to use Bank B hours under the same provisions as Sick Leave Bank A.
- D. Bank B Cash Out: Employees with Sick Leave Bank B hours in excess of five hundred and sixty (560) may, annually at the employee's option, sell back to the City up to seventy-two (72) hours. In the event the City Council declares a fiscal emergency, 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.

For purposes of calculating this provision, the Sick Leave Bank B hourly rate shall be frozen at the rates as of October 12, 2015.

- E. Bank B Separation: Upon retirement from the City, employees with a balance exceeding 340 hours may cash out any hours exceeding 340, at the base hourly pay rate effective October 12, 2015. Hours up to and including 340 are not eligible for cash out.

Upon retirement from the City, employees may request that the City convert all unused sick leave hours above 340 hours in Sick Leave Bank B into an account to be applied by the City upon retirement to premiums for health insurance plans. Payments made for the purchase of health insurance premiums from this account shall be made pre-tax. When the balance of the account is exhausted, the retired employee shall be responsible for paying the full cost of health insurance premiums.

7.5 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).

7.6 Bereavement Leave

Upon the death of a close relative, employees shall be granted bereavement leave with pay not to exceed five (5) workdays in accordance with California Government Code Section 12945.7. For purposes of this section, close relatives are defined as an employee's parents, siblings, spouse, registered domestic partner, child, child of domestic partner, grandparent, grandchild, mother-in-law, or father-in-law. When circumstances warrant, additional bereavement leave for travel purposes, not to exceed three (3) workdays, may be granted by the City Manager.

7.7 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.

7.8 Holidays

A. Employees Assigned to Work Shifts:

Effective July 1, 2023, in lieu of holidays, employees who work shift assignments shall receive a Holiday in Lieu pay differential of five percent (5%) based on the employee's current base rate of pay.

B. Employees Not Assigned to Work Shifts:

The following days shall be holidays for employees in the unit not working "shift" assignments:

- New Year's Day
- Martin Luther King, Jr., Day (third Monday in January)
- Presidents Day (third Thursday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (third Thursday in November)
- The Friday immediately following Thanksgiving Day
- Christmas Day (December 25)
- The last working day before Christmas Day
- The last working day before New Year's Day
- Four (4) hours floating holiday to be utilized within the Calendar Year, any unused hours will not be carried over to subsequent years.

- C. **If A Holiday Falls On A Weekend:** For shift employees, if a holiday falls on Saturday, then the previous Friday is to be taken. If a holiday falls on Sunday, then the following Monday is to be taken.
- D. **Employees Required To Work A Holiday:** Any non-shift employee who is required to work on any of the above holidays shall be compensated at overtime rates in accordance with the 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.

Employees who work non-shift schedules will take Holidays as they fall and do not receive Holiday in lieu pay.

- E. **Paid Holidays Part-Time Employees:** Part-time, permanent hourly employees, other than Dispatchers, hired after July 1, 2005 who are regularly scheduled to work:

Hours Per Week	Paid Holiday Accrual Per Pay Period
0 – 19	Does Not Earn holiday benefits
20	4 hours of holiday pay for each applicable holiday
21 – 31	6 hours of holiday pay for each applicable holiday
32 – 40	8 hours of holiday pay for each applicable holiday

- F. **Non-Sworn Personnel/Holidays:** Shift employees dispatch personnel that are receiving five percent (5%) holiday pay in lieu thereof, as described in 7.14. All personnel who actually work on Thanksgiving Day or Christmas Day shall receive the overtime rate of time and a half (1.5) for all hours worked.

7.9 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.

7.10 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 their right to be reinstated. Any leave without notice or without authorization shall be absence without leave and shall be the basis for summary dismissal.

7.11 Catastrophic Leave Plan

- A. Participation in this plan is voluntary.
- B. A benefit-qualified employee may donate to or receive from any other employee any banked time except sick leave (i.e. vacation, CTO, holiday).
- C. All donations shall be made and accepted in writing using City-provided forms.
- D. The City will post and publicize the name of each employee in need of donation.
- E. The donation in any category must be a minimum of one (1) hour of time.
- F. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient.
- G. 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.
- H. Where a direct supervisor/subordinate relationship exists, a non-management employee may not receive donations from a subordinate employee. Exceptions to this paragraph may be allowed by mutual agreement between the Association and the City Manager or designee.

1. To be eligible to use donations, an employee must: 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 leave balances, including sick leave; and
 3. Be on an approved leave of absence.
- I. 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.
- J. 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:
1. All leave balances, including both donated and accrued leave, are exhausted; or
 2. The employee returns to work at his/her normal work schedule; or
 3. The employee's employment terminates.
- K. 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.
- L. Donated Hours Utilized: 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.
- M. Donated Hours Counts Toward City Service: Used donated leave time shall be subject to the recipient's normal payroll deductions.

ARTICLE 8: HEALTH AND WELFARE

8.1 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 the Public Employee Medical and Hospital Care Act (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. Dental Insurance: The City will provide a dental plan with a maximum \$1,500 benefit, at no cost to the employee.
- C. Vision Insurance: The City will provide a vision plan at no cost to the employee
- D. 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.

8.2 Life Insurance

The City will provide a \$50,000 group-term life insurance policy for regular full-time employees, and regular part-time Code Enforcement Officer employees.

8.3 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.

8.4 California Public Employees' Retirement System (CalPERS)

The City of Auburn provides eligible employees with a retirement plan covered by California Public Employees' Retirement System ("CalPERS"). This article covers the contributions and benefits of these plans.

A. Definitions

1. Retired Employee means: an employee who retires from the City of Auburn under the provisions of the CalPERS.
2. New Member means:
 - An employee who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date;
 - An employee who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Gov. Code § 7522.02(c) and related CalPERS reciprocity requirements; or

- An employee who was an active member in CalPERS with another employer and who, after a break in service of more than six (6) months, returns to active membership in CalPERS with the City of Auburn.
3. Classic Member means an employee who entered into membership with a qualifying public retirement system before January 1, 2013 who does not meet the definition of “New Member” under Government Code §7522.04(1) and related CalPERS membership requirements.
- B. Retirement Formula:
1. Employees hired prior to January 1, 2013: Employees hired prior to January 1, 2013, or new employees who are already members of “classic” CalPERS plans, shall be members of CalPERS and shall have the CalPERS 2% 55 formula as provided by the terms of the contract in effect between the City and CalPERS. The contract provides for the following benefits: 2% @ 55 single highest year compensation pension formula, optional settlement 2W death benefit, 2% cost of living allowance (“COLA”), and unused sick leave conversion at retirement. The employee shall be responsible for paying the employee required contribution as determined by CalPERS and the City shall pay all of the employer’s required contribution to the Public Employees Retirement System.
 2. Employees hired on or after January 1, 2013: New CalPERS members shall be members in CalPERS in compliance with the Public Employees’ Pension Reform Act (PEPRA). Employees shall receive the following benefits: 2% @ 62 thirty-six (36) month average compensation pension formula, optional settlement 2W death benefit, 2% COLA, and unused sick leave conversion at retirement. Members shall contribute fifty percent (50%) of the total normal cost of the CalPERS retirement plan as determined by CalPERS.
- C. Employee Contributions: Employee contributions shall be made in accordance with Section 414.h(2) of the IRS code wherein the payment to CalPERS is made pre-tax.
- D. Part-Time Employees: Newly hired part-time employees shall not be eligible for participation in the Public Employees Retirement System and, accordingly, will be provided with Social Security benefits in lieu of a qualified retirement plan. Both the employers and employee shall pay the appropriate rates to the Social Security System. An exception to this provision is that part-time employees hired after the effective date of this current MOU, who have been CalPERS members by virtue of a previously held position and are still active members of the retirement system (i.e.,

have not elected to withdraw their contributions from the retirement system), must be given retirement benefits according to CalPERS law. In these instances, the part-time employee shall pay (through payroll deductions) the employee contribution rate and the City shall pay the employer rate.

8.5 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.

8.6 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.

- A. Effective January 1, 2024, drug testing which includes screening for cannabis may only test for the presence of THC in the individual's bodily fluids, and may not include any test for non-psychoactive cannabis metabolites. These limitations do not apply to positions that require a federal government background or security clearance, such as employees who are required to participate in the City's "Federally Mandated Commercial Driver's License Holders Drug/Alcohol Testing Education Program."
- B. "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 "E" 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.

8.7 Employee Assistance Program

The City has established an Employee Assistance Program (EAP) and contributed an amount not to exceed \$9.30 per month per employee toward the cost for such City-determined program. Such a program provides counseling services for personal and family member problems related to marital/family relationship problems, alcohol or drug abuse, stress-related problems, depression and other types of psychological problems for employees of such referral and intervention.

8.8 Court Time For Non-Sworn Positions In The Police Department

Non-sworn personnel shall receive a minimum of four (4) hours at time-and-one-half rate (6 hours) for non-canceled, subpoenaed court time during off-duty hours. Actual court time in excess of four (4) hours shall be paid at the rate of time-and-one-half the straight time rate. Unless given twelve (12) hours' notice of cancellation, non-sworn personnel shall be compensated at a rate of two (2) hours overtime (which equals 3 hours of straight time).

ARTICLE 9: REDUCTION IN FORCE

9.1 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 thirty (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.

9.2 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.

9.3 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.

9.4 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”

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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 10: GRIEVANCE PROCEDURES

10.1 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.

10.2 Informal Grievance Procedure

Any employee who believes that he or she has a grievance as defined under Section 10.3 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.

10.3 Definition Of Grievance

A "grievance" is the subject of a written request or complaint which has not been settled in Section 10.1 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.

10.4 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.

10.5 Formal Grievance Procedure

All formal grievances shall be submitted within twenty (20) business days after the occurrence of the circumstances or within twenty (20) business 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.

10.6 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.

10.7 Consolidation

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

10.8 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.

10.9 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 10.4 has not expired.

10.10 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.

10.11 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.

10.12 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.

10.13 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.

10.14 Grievance Steps

1. Step One: If the event after the matter is not resolved following the informal review, a written grievance shall be presented within fifteen (15) business days to the Department Head. The Department Head shall have fifteen (15) business days 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 fifteen (15) business days to submit the grievance to the City Manager. The City Manager shall have fifteen (15) business days after receipt of the grievance in which to schedule such investigations or hearings as may be necessary and to render a written decision. Unless an extension of time has been agreed upon in writing, failure of the City Manager to render a written decision within fifteen (15) business days shall constitute a denial of the grievance, and the grievant may proceed to mediation or arbitration as provided below.

10.15 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 arbitration of the grievance.

10.16 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 California State Mediation and Conciliation Service (SMCS) 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 calendar 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) business 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, if accepted by the City Council. To the extent that the award of the arbitrator is not in excess of \$5,000 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) calendar 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 calendar days following the hearing. The decision of the arbitrator is final. 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.

10.17 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 11: DISCIPLINE PROCEDURE

11.1 Mou Precedent Over City Personnel Rules And Regulations

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 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 the suspension, demotion, or discharge, 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 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 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. Either the City Manager or the employee may request City Council review of a Arbitrator's recommended decision. Such request shall be submitted in writing to the City Clerk within ten (10) working days after service by mail of the Arbitrator's 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 employee or 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.

The City and Association agree that within 3 months after adoption of MOU by City Council they will meet for the purpose of consolidating City Personnel Rules and Regulations with appropriate subjects (Required Meet & Confer items) from within the MOU. Such meeting shall not be “meet & confer”. The “discussions” on consolidation of the appropriate material shall not be “meet and confer” sessions unless the parties mutually agree to negotiate some of the items.

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. Part-time employees hired into regular positions shall have a probationary period that is 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.
- C. Employees serving a new probation period shall be eligible for a merit step increase in accordance with Section 5.5 above.

12.3 No Strikes, No Lockouts

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 Parking Enforcement Assignment

The Parking Enforcement Assignment will be rotated annually (with rotation beginning on January 1st of each year) among all interested employees in the Dispatcher classification, initially by seniority and thereafter upon request pursuant to the City's Parking Program.

12.7 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.

12.8 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.

12.9 Term of Agreement

This agreement will be in full force and effect from July 1, 2025 through June 30, 2026.

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

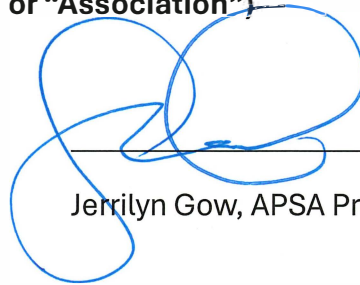
Dated: 6/25/25



Sean Rabé, City Manager

Auburn Public Safety Association ("APSA" or "Association")

Dated: 6/16/2025



Jerrilyn Gow, APSA 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
Code Enforcement Officer	APSA	27.8409 57,909	29.2314 60,801	30.6940 63,844	32.2287 67,036	33.8355 70,378	35.5247 73,891
Community Service Officer	APSA	25.8427 53,753	27.1302 56,431	28.4898 59,259	29.9112 62,215	31.4047 65,322	32.9703 68,578
Dispatcher I	APSA	22.8454 47,518	23.9887 49,896	25.1835 52,382	26.4401 54,995	27.7585 57,738	29.1490 60,630
Dispatcher II	APSA	26.5843 55,295	27.9130 58,059	29.3138 60,973	30.7764 64,015	32.3111 67,207	33.9282 70,571
Records Clerk	APSA	20.8621 43,393	21.9004 45,553	22.9927 47,825	24.1391 50,209	25.3504 52,729	26.6157 55,361
Records Communications Supervisor	APSA	37.7495 78,519	39.6344 82,440	41.6120 86,553	43.6926 90,881	45.8762 95,422	48.1731 100,200