

GENERAL BARGAINING UNIT
MEMORANDUM OF UNDERSTANDING
BETWEEN
OPERATING ENGINEERS LOCAL UNION NO. 3
AND
THE CITY OF MADERA

Effective January 6, 2016 to June 30, 2018

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Article I – Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the “City”, and the Operating Engineers Local Union No. 3, hereinafter referred to as the “Union”, having met and conferred in good faith, do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by the agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Article 2 – Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties whether formal or informal, regarding any such matters are hereby terminated.

This MOU shall govern in case of conflict with provisions of existing City and Department rules, regulations, and ordinances pertaining to wages, hours, and other terms and conditions of employment. Otherwise, existing City and Department rules, regulations and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate actions not in conflict with the MOU.

Except for emergencies, the Union if affected shall be given reasonable advance written notice, not less than two weeks, of the proposed modification or adoption of any rule, regulation, or ordinance directly related to matters within the scope of representation and shall be given the opportunity to meet and confer with the City prior to adoption.

Article 3 – Recognition

Pursuant to Section 3500-3510 of the Government Code of the State of California, the Union is hereby recognized as the Certified Employee Organization having exclusive representation for all employees whose classifications are in the representation units designated as General. The classes and negotiated salaries in this unit are listed in the Exhibit A, attached hereto.

The Union and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purpose set forth in, and to adhere to the conditions and clauses set forth in this MOU.

No lock-out of employees shall be instituted by the City during the term of this Agreement. No strike of City employees shall be caused or encouraged by the Union during the term of this Agreement.

Article 4 – Non-Discrimination

No employee covered by the Agreement shall be discriminated against by the City, or by the Union by reason of race, color, religion, sex, age, national origin, disability, political affiliation or sexual orientation. The City will not interfere or discriminate in any way against any employee by reason of membership in the Union.

Article 5 – Management Rights

It is understood and agreed that the City retains all its powers and authority to manage municipal services and the workforce performing those services. It is agreed that during the term hereof the City shall not be required to meet and confer on matters which are solely a function of management, including but not strictly limited to:

- Determine and modify the organization of City government and its constituent work unit.
- Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
- Determine the budget, organization, merits, necessity, methods, means, numbers, classification and kinds of personnel by which services are to be provided.
- Determine what types of goods or services shall be made or provided by the City.
- Supervise and direct the work of employees.
- Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increase and benefits, or otherwise discipline employees, subject to just cause and the requirements of applicable law.
- Relieve employees from duty because of lack of work or lack of funds or other legitimate reasons.
- Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
- Take all necessary actions to protect the public and carry out its mission in emergencies.
- All City rights formerly or presently claimed or vested in the City on the effective date of this MOU, even though not specifically set forth above, are retained by the City unless clearly and explicitly modified or restricted in this MOU.

Article 6 – Union Security

The Union recognizes its obligation to cooperate with the City to assure maximum service of the highest quality and efficiency to the citizens of the City of Madera, consistent with its responsibilities to the employees it represents and as the Certified Employee Organization.

The Union recognizes its responsibility as the designated representative and agrees to represent all employees in the Unit without discrimination of any type, interference, restraint or coercion, subject to the right of such employees to represent themselves individually in their employment relations with the City.

The City, will, on the first 2 paydays of each month, deduct the applicable union dues or agency fee for all employees and such dues and fees shall be remitted to the Union regularly with an itemized statement.

The Union shall keep the City currently informed as to the amount of dues to be deducted and such notification shall be certified to the City initially in writing over the signature of authorized Officers or Representatives of the Union.

Changes in the Union membership dues or agency fee shall be certified to the City at least one (1) month in advance of the effective date of such changes. The City shall have no responsibility for the collection of fees, assessments, or other deductions unless such deductions are certified to the City as prescribed at least thirty (30) days in advance of the payday upon which such deduction is to be made.

The Union shall indemnify, defend and hold harmless against all claims, demands, expenses, judgments, or other liabilities on account of dues or fees collected by the City and paid over to the Union.

The Union agrees to refund to the City any amounts paid to it in error upon presentation of proper evidence thereof.

The City shall notify each new employee on the date of hire about the Employees' Union by providing a pamphlet and membership application to be prepared and provided by the Union.

The Union agrees to follow City Resolution No. 4775, Article 111, Section 3.1, which requires the Union to submit any changes of information regarding the Union filed with the City by the exclusive representative, to be submitted to the Employee Relations Officer within fourteen (14) days of such change.

The Union recognizes the City Administrator for the City of Madera, or such other person as may be designated, as the designated representative of the City pursuant to Resolution No. 4775 established by the City, and agrees to meet and confer in good faith promptly

upon request by the City and continue for a reasonable period of time in order to exchange freely information, opinions and proposals.

"Scope of Representation" shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of merits, necessity or organization of any service or activity provided by law or executive order.

The Union is the exclusive representative of all employees holding a permanent position within these classes described in this Memorandum of Understanding. However, it is understood that individuals may select to represent themselves.

Article 7 – Union Rights

The Union may designate different official representatives for the purpose of meeting and conferring regarding departmental issues and at the City level. The Union may also designate alternates to such official representatives for the purpose of specific meetings by advance notice to the City Administrator or designee.

The City shall provide release time for up to six (6) General Bargaining Unit (GBU) Stewards upon request for the following purposes:

- Investigation of grievances and potential grievances;
- Attendance at meetings of disciplinary nature when presence is requested by an employee;
- Attendance at meetings with management;
- Meet and confer sessions;
- Attendance at open meetings of Boards and Commissions that effect wages, hours and working conditions of employees in the unit.

The GBU Stewards as a group shall be allowed not more than a total of 40 hours of paid leave per year for the conduct of Union business relating specifically to the City of Madera, exclusive of the Meet and Confer process. Said release time must be approved by the employee's supervisor or department head, and such leave shall not be unreasonably denied. Leave taken under this section shall be reported to the Human Resources Department for purpose of accounting for the hours taken. For accounting purposes, clerical functions shall be included in the 40 hours. Such time is not for the purpose of Union organizing or solicitation of members.

It is agreed that efforts shall be made to minimize such release time in scheduling meetings.

The processing of a grievance shall be considered official business and the employee, along with his/her representative, shall have reasonable time and meeting facilities allocated to them.

Business Representatives of the Union shall have reasonable access to employees during normal working hours to observe the application of this Memorandum of Understanding. Department heads and first line supervisors will be notified by the City of the provisions of this section and solicitation for Union membership shall not be conducted during normal working hours.

Business Representatives of the Union or designee may have access to any employee presenting a grievance. The Business representative or designee may be present upon any employee request during questioning regarding disciplinary action.

The City shall provide bulletin board space for the Union for the purpose of communication between the Union and its membership. The Union shall also have access to City mailboxes for the purpose of distributing mail to the Union members.

The City shall furnish suitable bulletin boards for use by the City for posting announcements. Announcements for all personnel examinations, Council and Civil Service Agendas, and other matters relating to the Union/GBU and the City's concerns shall be posted on these boards. At a minimum one such board shall be in City Hall, and one in the common area at the Public Works/Parks & Community Services building.

Article 8 – Employee Rights

The rights of employees, except as expressly modified herein are set forth in City ordinance and the Personnel Rules and Regulations. Execution of this MOU by the Union shall not be deemed a waiver of any Union or employee right unless the right is clearly or explicitly modified or restricted herein. In the event the City wishes to modify any adopted rules and regulations previously enjoyed by the Union or employees prior to the execution of this MOU, the City shall meet and confer with the Union prior to such modification.

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employer-employee relations regarding wages, hours and conditions of employment.

The parties hereto recognize their membership in the Union is not compulsory, that employees have the right to join or pay the agency fee, and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. Employees shall have the right to represent themselves, individually, in their employment relations with the City.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee or any employee organization because of his exercise of any of these rights.

Representation Rights and Responsibilities - All employees in the General Unit shall be allowed, subject to lawful limitations as may be prescribed in the Union by-laws, full voice, vote and influence on positions and proposals of the Union.

The City shall consider the positions and proposals of the Union as meet and confer positions and proposals of all employees, individually and collectively in the General Unit.

Personnel Files - An official personnel file is maintained for each employee in the Human Resources Department under the direction of the Human Resources Director. All official documents pertinent to an individual's employment relationship with the City such as applications, performance evaluations, commendations, and corrective actions are maintained in the file. Personnel files are considered confidential and access is limited.

Each employee shall have the right to review his/her personnel file or authorize its review by a designated representative during normal working hours in the presence of a designee of the Human Resources Department. Employees shall have the right to have hard copies or electronic scans of the content of their personnel file made.

All documents relating to work performance, employment status and evaluations to be placed in the personnel file must be signed and dated by the submitting authority and the following will occur within five (5) working days:

- a. Employee is given notice;
- b. Employee is given a copy of the document; and
- c. Employee is given an opportunity to review and comment thereon, orally or in writing, within 20 days of notice.

If an employee disagrees with the content of a document placed in his/her personnel file, it shall be the right of the employee to submit a written response to the Human Resources Director to be attached to the document in question and included in the file.

In the event materials containing negative comments or derogatory charges against an employee are proven to be without substance through agreement or the grievance process, the material shall be destroyed or sealed as agreed. Materials previously sealed, as provided in a prior MOU, may be destroyed upon request. (Derogatory charges on performance evaluations do not apply to this process.)

Vacation, compensating time off and overtime selection by department, division, or shift shall be based upon class seniority except in cases where there are several employees, each of different classifications, then divisional seniority shall prevail. Where seniority by class is equal, the determination shall be made based upon department seniority.

Representation of Employees - the City recognizes the right of employees in the General Unit to be represented by the Union in their employer-employee relationship with the City. The City recognizes the right of an employee to request the presence of a union representative during an investigatory interview, also known as Weingarten Rights.

Rest Periods - employees of the General unit shall be allowed a rest period not to exceed fifteen (15) minutes, once before the lunch break and once after the lunch break, without

loss of compensation. Rest periods may be scheduled by the City, consistent with the workload and in accordance with the requirements of the department. The City shall not disrupt the employee's rest period with the exception of extreme circumstances. Such rest periods shall be taken at the work site unless otherwise authorized by the Department Head. Employees working at the Public Works Yard or City Hall and other office locations shall not leave the building area to take work breaks without the approval of the supervisor.

Employees assigned to crews working in the field, are to take breaks at the worksite, or as provided by the supervisor. If necessary, one employee from the work crew may leave the work site to purchase refreshments for himself/herself and other crew members

The City agrees to provide employees with a rest period, not to exceed fifteen (15) minutes, at the end of any scheduled shift, if an employee is scheduled to work two (2) or more hours of overtime, and to provide an additional rest period of the same duration between each two (2) hours of overtime worked.

Article 9 – Grievance Procedures

The purpose of the grievance and discipline appeal procedures are to establish a more harmonious and cooperative relationship between the City and its employees. It is also the policy of the City to assure employees the right to full freedom of association, self-organization and designation of representatives of their own choosing for the purpose of adjustment of their grievances, free from interference, restraint, coercion or reprisal.

A grievance is a complaint or claim by an employee, a group of employees or the Union of a violation of a right as to wages, hours, or other terms or conditions of employment. It may involve such things as work assignments, physical facilities, defective equipment, a claimed violation of established rules, well accepted and well established City-wide or department practices, alleged unfair treatment as relates to the above, and safety or health hazards.

Issues specifically excluded from appeal or having other defined methods of appeal, such as discipline appeal, complaints of discrimination or harassment in violation of State or Federal law, or an unfair labor practice, may not be grieved.

Grievance Procedure

Step 1. Informal. An aggrieved employee shall normally attempt to solve any grievance at the beginning of a problem. For this reason, to have standing, a grievance must be raised as a grievance to the supervisor within ten (10) working days of knowledge or the employee should have reasonably known of the situation giving rise to the grievance. At this step of the grievance process, it is informal, and there is no written grievance. Should the employee request Association/Union representation at this step in the process the Human Resources Director shall be advised prior to any meeting on the grievance. If the employee is not satisfied by the supervisor's verbal response, he/she has five (5) working

days from the meeting with the supervisor to request a written response. The supervisor has five (5) working days from when a written response is requested by the employee to prepare the written response.

Step 2. If the employee is not satisfied by the written response, the employee has five (5) working days to file a formal grievance by submitting a written appeal to the department head or designee. Attached is a two-sided copy of the Grievance Form marked Exhibit B for membership use. The written grievance shall be in sufficient detail to enable the department head to know what right(s), as to wages, hours or other terms and conditions of employment have been violated. An employee shall have the right to be accompanied and assisted by a representative of his/her choosing during the formal steps of the grievance procedure. The department head, shall hear the grievance within ten (10) working days of receipt of the formal grievance, and within five (5) working days of hearing the grievance will provide the employee with a written explanation stating the decision or proposed action to be taken.

Step 3. If the employee is not satisfied with the department head's written decision, he/she may file a written request for review by the City Administrator or designee. The employee must submit this written request within five (5) working days of the department head's decision. In scheduling the time and place of such grievance hearing, the City Administrator or designee shall consider the possible disruption of the workforce and work flow and shall therefore schedule times and places which minimize disruptions. Such scheduling shall be set in a timely and reasonable manner. The decision of the City Administrator or designee, is final and not subject to further appeal.

If the employee fails to respond within the periods provided the grievance is withdrawn, and not a subject for further grievance. If management fails to respond within the prescribed period, the employee has the right to move the grievance to the next step in the process. The City and the employee may mutually agree to extend time periods needed for the grievance to have standing, and/or waive Steps 1 and 2 and proceed directly to Step 3 when an issue is not within the supervisor or department jurisdiction to resolve.

Article 10 – Corrective/Disciplinary Action

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a just cause progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

- Fraud in securing employment
- Incompetence
- Inefficiency
- Inexcusable neglect of duty
- Insubordination
- Dishonesty
- Unauthorized absence without leave
- Conviction of a felony or conviction of a misdemeanor involving moral turpitude
- Continued or flagrantly discourteous treatment of the public or another employee
- Improper political activity
- Misuse or theft of City property
- Violation of City rules, regulations, policies, procedures or ordinances
- Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest
- Falsifying and/or unauthorized removal or destruction of City records
- Unauthorized possession of firearms or explosives
- Harassment (sexual or otherwise) of another employee or member of the public
- Gambling on duty or while on City property

- Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises
- Excessive tardiness
- Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. Repeated instances may lead to a written counseling memo or electronic communication between the supervisor and employee reinforcing the verbal counseling already provided. Verbal or written counseling is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is not subject to appeal.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note:

Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions are based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Administrator within 5 normal business days of the notice being served.

The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee group. The City Administrator may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Administrator, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 11 – Compliance with Memorandum of Understanding

In the event of any violation of the terms of this MOU, responsible and authorized representatives of the Union or the City, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this MOU. Individuals acting or conducting themselves in violation of the terms of this MOU may be subject to discipline up to and including discharge. The City shall enforce the terms of the MOU on the part of the supervisory personnel, the Union shall enforce the terms of this MOU on the part of its members. The City Administrator is the only representative of the City who may take disciplinary action against an employee.

The City will provide copies of the MOU to all negotiating committee members and department subdivisions with unit members. The City will also provide copies of the Personnel Rules and Regulations to all employees covered by this MOU.

Article 12 – Salary Plan

The salary schedule attached as Exhibit A reflects the salary plan to be effective the first whole pay period following formal adoption of this agreement by the City Council. This salary plan reflects an adjustment to market median for any position not currently at market median based on the results of the completed compensation study results dated May 24, 2015. Additionally, this salary plan reflects a 5% cost of living adjustment for all positions after the market adjustments.

Effective the first paycheck on or after 7/1/2016 all employees represented by this bargaining unit will receive a 3% cost of living adjustment.

Effective the first paycheck on or after 7/1/2017 all employees represented by this bargaining unit will receive a 3% cost of living adjustment.

Water Distribution Certification Compensation: Employees in the Water Quality Division who possess a Department of Health Services Water Distribution Operator D-2 Certificate shall receive a 5% incentive for the duration of their assignment requiring the certification. Those WDO's obtaining a D-3 certification shall receive another 5% incentive . When and if the WDO obtains another position in which certification is not needed, the additional compensation will no longer be provided.

Article 13 – Bilingual Pay

The bilingual incentive pay system provides a three tier system with compensation levels and proficiency testing. To be eligible for the language incentive program employee proficiency will be based on the following:

Tier #1. Successful passing of the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than a level three. \$100 per month

Tier #2. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of either level four or five. \$150 per month

Tier #3. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than six. \$200 per month

For represented employee's taking the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" in or after December 2010, bilingual incentive pay shall be determined as follows:

Tier #1. Successfully passing with a proficiency rating of no less than a level three. \$100 per month

Tier #2. Successfully passing with a proficiency rating of no less than four. \$150 per month

Tier #3. Successfully passing with a proficiency rating of no less than five. \$200 per month

The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

Article 14 – Education Reimbursement

Employees are eligible for job related educational reimbursement for courses with prior approval of their respective Department Head and a minimum passing grade of "C" as follows:

- Books: 100%
- Tuition: 100%

The 100% reimbursement is limited to a total of \$1800 per fiscal year.

Scheduled time off for classes not offered during off work time must use compensatory time off or vacation not to exceed 6 hours per week.

Upon successful completion of required examination and certifications, Waste Water Treatment Plant employees and other employees will be reimbursed for the following:

- i. Application fees;
- ii. Examination fees;
- iii. Certification fees; and
- iv. Certification renewal fees.

All of the above must be approved by the Department Head and the Human Resources Department and must be job related.

Article 15 – Mechanics’ Tool Allowance

Mechanics are required to supply their own tools and shall be given \$300.00 a year for tool replacement and/or purchase. The tool allowance will be paid annually in July. Mechanics will receive the tool allowance at the time of hire and annually thereafter. Mechanics who receive their initial allowance between July and December will be eligible for the allowance again the following July. Mechanics who receive their initial allowance between January and June will not be eligible to receive a subsequent allowance until the following July. City property insurance will insure equipment shop employee's tools per guidelines established by the City with input from employees and the Union.

Article 16 – Notary Public Services

Employee(s) so assigned will be required to comply with City requirements in providing such services. Employee(s) required to provide this service shall either have the City pay for all costs associated with maintenance Business or for of certification, and not use the service for other than City Business or for City employees. Alternatively, employee(s) may be paid five dollars (\$5.00) a month for maintaining their notary services at their cost and use the service for all requests.

Article 17 – Workday & Work Week

The normal work day and work week for permanent employees shall be a five (5) day, forty (40) hour week or its equivalent. The normal hours of work for permanent employees are Monday through Friday, from 8:00 A.M. until 5:00 P.M. Lunch periods shall be scheduled for all employees and are typically one (1) hour, but may be modified by mutual consent. Employees shall not be paid for lunch periods. Regularly scheduled meal periods may be counted as time worked when the nature of the work prevents relief from all duties; i.e. emergency repairs or emergency response. Application of this rule only applies to field maintenance crews and must be approved by the crew members' supervisor.

The City, may, with two weeks' notice, adjust work hours by one hour at the beginning and end of the work day without mutual consent. Therefore, the work day may begin at 7:00 a.m. and end at 4:00 p.m. or begin at 9:00 a.m. and end at 6:00 p.m. for certain groups and/or individuals. The work week may include Saturday.

This provision does not apply to classes previously in the Maintenance Bargaining Unit as noted on Exhibit A with an asterisk. The following shift schedules shall apply to such former Maintenance Bargaining Unit employees:

They shall not be scheduled to work a shift in which the regular starting and ending times deviate more than two (2) hours during the same work week. Park crews will be shifted on a seasonal basis with notice. All personnel working at the Waste Water Treatment Plant are assigned to work four (4), ten (10) hour shifts per week as assigned by the Waste Water Treatment Plant Supervisor. There are three shifts, as follows:

- Shift #1 will begin Thursday and run through Sunday.
- Shift #2 will begin Tuesday and run through Friday.
- Shift #3 will begin Monday and run through Thursday.

An additional exception are employees in the class of Recreation/Community Programs Coordinator who work as scheduled by the Parks and Community Services Department to meet recreation program needs, Neighborhood Outreach Coordinator and Neighborhood Outreach Assistant who work as scheduled by the Neighborhood Revitalization Department to meet neighborhood outreach needs, and Animal Control Officer and Fire Prevention Officer, who's shift shall vary depending upon need. Except in the case of an emergency, or as mutually agreed, changes in the designated work schedule shall be provided to such employees at least ten work days in advance of a change.

Flex (alternate) schedule for this negotiating group is acceptable per department head approval. This schedule pertains only to any earlier/later starting time (a.m.), a shorter lunch break, and an earlier/later departure time (p.m.).

Clean Up Time - Employees whose duties require that they become soiled shall be allowed a reasonable amount of time for a personal clean-up period prior to the end of each work shift and prior to the lunch break. The decision on what is reasonable will be the supervisor's.

There shall not be established for a position in this unit, a regularly scheduled work day of more than eight (8) hours or a regularly scheduled work week of more than five (5) days, except at the WWTP, where the work day may be 10 hours with a regularly scheduled work week of 40 hours. Parks Department may have a seven (7) day work schedule. One (1) or more parks worker(s) may be assigned each weekend with a group of community service workers to maintain, repair and clean up City property.

Members of this unit may work a 9/80 work schedule upon recommendation of the applicable Department Head and approval of the City Administrator. 9/80 work schedules may not be available to all employees and/or may only be available seasonally. No 9/80 work schedule will be approved that causes a decrease in the City's customer service or increases the City's exposure to overtime costs. Normal work schedules as defined in this section of the MOU will not apply to individuals working a 9/80 work schedule. The work schedule will be agreed upon in writing between the employee and the City upon approval of the 9/80 work schedule.

Article 18 – Overtime

Except as provided below, employees shall be paid or compensatory time provided at a rate of one and one half times the straight time hourly rate for all work performed in excess of normally scheduled work shifts such as eight, nine, ten or twelve hours in any shift or work day, or in excess of forty (40) hours worked within the work week.

Employees shall be paid at a rate of two (2) times the straight hourly rate for all work performed in excess of twelve (12) hours in any shift or work day or on the seventh consecutive work day.

Overtime hours shall be offered in order of seniority per the discretion of the Department Head. In the event that the more senior employees decline to accept such an assignment, the City will assign such work to the next most senior qualified employee(s). The City will use its best efforts to rotate such assignments on an equitable basis. When overtime work is required and no volunteer is available, the most junior qualified employee shall be assigned the work except for work performed on a standby basis.

The exception to this section shall be that an employee with specific, specialty job assignments with less seniority may be assigned to work overtime. It is understood that an employee does not have the authority to claim overtime without the prior authorization of a Supervisor and/or Department Head.

All employees in the Group may elect to accrue equivalent compensatory time off (CTO) in lieu of cash payment for overtime hours worked. Use of available CTO shall be requested and approved in the same manner as vacation leave. Fair Labor Standards Act (FLSA) shall apply.

Call-back Compensation - Any time an employee is called back to work after normal scheduled work hours, he/she will be compensated a minimum of two (2) hours at a rate of one and one half (1-1/2) times the straight hourly rate for each time he/she is called back to work in any given twenty-four (24) hour period. The minimum guarantee of two (2) hours does not apply to a stand-by employee. Regarding the classes of Mechanic, Electrician and Craftworker, these employees called back to work have a minimum guarantee of four (4) hours of call back work.

Special Circumstances Standby Compensation - When the City requires an employee to remain available for call back at any time for less than a week's period, the employee shall receive standby pay at 20% of the hourly rate of pay for his/her classification for a minimum of two (2) hours. Employees on standby will be responsible for responding to call outs. Designation of who is on standby is the sole discretion of the supervisor. With each call out, employees on special circumstances standby for less than one week shall be compensated under regular overtime rules for all hours actually worked.

Employees shall be available at all times when on standby and within 20 minutes of the employee's assigned work station. An employee who cannot be reached, or does not report to the work site, is subject to the same disciplinary action as an unexcused absence from work. In addition, standby pay for the entire day will be deducted. Other further disciplinary action also may be taken. The standby individual must be available by phone, radio, pager or by assigned vehicle two-way radio. The two hour minimum call back time shall not apply to standby.

The number of employees assigned to standby shall be determined by the City Administrator and the affected department head or designee. Standby hours are normally between 3:30 p.m. and 7:00 a.m. each day except for weekends and holidays when standby hours are the entire 24 hour day. Standby hours may be seasonally adjusted to coincide with the work schedule. (i.e. 2:30 p.m. to 6:00 a.m.) Standby hours for a one week period are compensated, notwithstanding the employee's normal rate of pay, at the following weekly rates:

Regular Week:	\$200.00
Holiday Week (one day)	\$220.00
Holiday Week (two days)	\$240.00

This only applies to holidays recognized and observed by the City. The above weekly standby pay applies to all classes within this group except for employees of the WWTP.

Standby hours for WWTP personnel shall be between 5:30 P.M. and 7:00 A.M. each day of the week, including holidays. Weekly standby rate shall be \$133.00.

Sunday Differential - The City agrees to pay those employees working any hours on Sunday a differential of \$10.00 per shift above the regular rate of pay for the actual hours worked. This is not in addition to double time pay or time and one-half pay if the individual is called back to work and not regularly assigned. If an employee is called in on Sunday, other than his regular work schedule, double time pay or double time compensation will be granted at the employee's option. This does not apply to employees on stand-by or call-back.

Holiday Pay - If an employee is called in on a regularly scheduled City holiday, other than his normal regular work schedule, double time and one-half pay or double time and one-half compensation will be granted at employee's option. This does not apply

to personnel on stand-by or callback. In other words, the employee receives one times the regular rate of pay plus time and one half for all hours worked.

Night Differential - Except when overtime work, stand by, call back or Sunday differential is involved, the City agrees to pay those employees working a shift at such "start" times between 4 p.m. and 5 a.m. an additional \$10.00 per shift. The \$10.00 per shift additional pay is applicable between those hours. Night differential shall not apply on the Sunday shift; hence, the \$10.00 Sunday differential pay is the only differential paid on Sunday.

In lieu of the above, employees in the class of Recreation Program Coordinator shall receive a \$10.00 per shift differential for four (4) or more hours worked after 5:00 P.M.

Saturday Differential - \$5.00 above normal rate of pay for actual normal hours worked. Not applicable to overtime, call back etc., and not in addition to any other special pay for stand by, call back, Sunday differential, Holiday pay or Night differential above.

Weekend Crew Assignment (Parks) - A differential of \$5.00 per shift above normal rate of pay for actual normal hours worked. Not applicable to overtime, call back etc., and not in addition to any other special pay items above.

Article 19 – Cash out of Compensatory Time Off

Employees in this Group who have elected to accrue equivalent compensatory time off (CTO) in lieu of cash payment for overtime hours worked are eligible to request a CTO cash out under the following conditions:

1. An employee may request an emergency cash out due to a life-altering event. For purposes of this Side Letter, a life-altering event is defined as the death of the employee's immediate family; divorce; serious medical condition of the employee, or immediate family; or drug or alcohol rehabilitation for the employee, or immediate family. The immediate family is defined as current spouse, child, parent, brother, sister, mother in law, father in law, brother in law, sister in law and grandparents. An emergency cash out will be made the next payroll occurring no sooner than 10 days after a written request is received by the Human Resources Department . All emergency requests are subject to the approval of the Human Resources Director.

-OR-

2. An employee may request two annual cash outs of CTO. All requests must be received in writing by the payroll department no later than May 1 and November 1 of each year, and will be paid the second payroll of that month.

Article 20 – Probationary Period

An employee appointed to a permanent or permanent part-time position shall serve a probationary period not less than twelve months with the following exceptions:

The initial probationary period may be extended in the event the performance of an employee in a class is marginal or unsatisfactory at the end of the probationary period and after providing the reasons for such rating in writing to the employee, the City may, in its discretion, extend the employee's probationary period not more than ninety (90) days.

All promotions within classes shall have a six month probationary period.

Performance evaluations will be conducted every 3 months during the twelve month probationary period. More frequent evaluations are advisable in those cases where the performance is marginal or unsatisfactory. The employee should be advised of needed corrections or improvements in as specific terms as possible. The City may release the employee during his/her probationary period, in accord with the Personnel Rules and Regulations, without the right of appeal.

An employee is eligible to be considered for merit salary adjustment after one year of service in a position.

Article 21 – Temporary Assignment to Perform Duties of a Higher Classification

Permanent employees of the General Unit, assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, whichever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment be approved by the City Administrator.

Article 22 – Drivers License Fees

California Drivers License

- Class “C” – Employee is responsible for all costs associated with this class
- Class “B” – City will reimburse Department of Motor Vehicle (DMV) costs one time for City required License upgrade and/or endorsements. Thereafter, the City will pay the difference between a “B” and “C” class for DMV renewal fees

Article 23 – Personal Property and Vehicle Usage

When an employee uses his/her personal vehicle in the performance of his/her work duties for the City, the City shall compensate the employee for the use of said vehicle at the current IRS rate. It is the responsibility of the employee to carry all necessary insurance as specified by the City and to have a copy of such on file with the City.

Article 24 – Safety

The City and the Union undertake to promote in every way possible the realization and the responsibilities of the individual employee with regard to preventing accidents to themselves or to their fellow employee.

The City shall comply with all applicable laws and regulations pertaining to occupational safety and health.

The City agrees to make all reasonable provisions for safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The City shall remedy the problem as soon as possible and no employee shall be exposed to any unsafe condition pending its correction.

No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist.

Safety Boots - A safety boot allowance of \$250.00 shall be provided annually by the end of July of each year for positions shown on Exhibit B. Listed employees who are hired before December 31st shall be paid \$250.00 allowance and provided another \$250.00 allowance the next July. After January 1st, all newly hired employees shall also receive \$250.00 safety boot allowance, but shall not receive another boot allowance until the end of July of the next full year. Safety boots are to be worn at all times while performing City duties, except as authorized by the employee's supervisor. Safety boots are classified by the Internal Revenue Service as supplemental wages and subject to income tax withholding in accordance with Circular E, Employer's Tax Guide.

Protective Clothing - If any employee is required to wear any protective clothing or device, it shall be provided by the City. In cases which the employee is frequently exposed to chemically toxic materials, a yearly medical examination shall be provided by the City.

The City shall provide rain gear for use by Public Works and Park employees. Rain gear that wears out, or is damaged on the job, will be replaced by the City. The employee to whom rain gear has been checked out shall be responsible for replacement of any rain gear that is lost through negligence on the part of the employee. If the employee misplaces or loses such items, the employee shall replace the item.

The City will provide appropriate safety equipment as determined by the Department Head.

Article 25 – Uniforms

Except as provided below, if employees are required to wear uniforms, they shall be provided by the City. Replacement of worn uniforms shall also be the City's responsibility.

Any employee issued a uniform shall be responsible for replacement of such if it becomes lost or damaged through negligence on the part of the employee. Uniform allowance will be 5 shirts and 5 pants weekly. WWTP employees will be provided with on-site laundry equipment. At the City's discretion, other means for laundering may be selected for which the City will be responsible.

Employees in the class of Animal Control Officer shall receive a Uniform Allowance of \$530 per year, paid per pay period.

Employees in the class of Fire Prevention Officer shall receive a Uniform Allowance of \$333 per year, paid monthly at a rate of \$27.75. For new hires, six months of allowances will be paid by the first pay period of employment totaling \$166.50. With the seventh (7th) month of employment, the monthly allowance will begin. Should Officers employment terminate prior to the end of the sixth month, employee will reimburse City in the amount of \$27.75 for each month short of the six-month period.

Article 26 – Health and Welfare

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum, employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits provided they provide evidence of other coverage. Employees who waive coverage will receive \$300 per month.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

<u>Level of Coverage</u>	<u>Schedule of Monthly Benefit Dollars</u>
Employee Only	\$743.25
Employee + 1 Dependent	\$1,352.05
Employee +2 or More Dependents	\$1,970.04

The cost above the monthly benefit dollars noted above will be solely borne by the employees.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary

optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

The City provides term life insurance for employees in the Group in the amount of \$15,000 coverage which includes accidental death and dismemberment (AD & D) coverage. Life insurance and AD&D coverage amounts are subject to age-based reductions as defined in the policy documents. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Retiree Health Coverage: The City will allow retirees to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense till age 65 or when eligible for Medicare, whichever comes first. Retirees who exercise this option will pay a 2% administrative fee per month. Both retiree and dependent coverage are available under this program.

Article 27 – State Disability Insurance/Paid Family Leave

The General Bargaining Unit elects to participate in the State run State Disability Insurance (SDI) program for short term disability insurance with all costs associated with the program borne solely by the employee. SDI is administered by the State of California Employment Department and information about the program or applications for benefits can be obtained on their website at www.edd.ca.gov/disability.

Consistent with Article 72 – Leave Without Pay of this memorandum of understanding, employees represented by this unit must use paid leave prior to utilizing unpaid leave. Use of paid leave may include sick leave, vacation, floating holiday, or compensatory time off depending on the reason for leave and other qualifying factors for the use of the particular leave type.

Consistent with California Law, for leave that qualifies for and is designated as being covered by the California Family Rights Act (CFRA), receipt of SDI or Paid Family Leave (PFL) benefits will be considered being in a paid status. An employee may elect to request to supplement the SDI or PFL benefits with paid leave from the City, not to exceed the employee's regular bi-weekly gross (less mandatory reductions/deductions) pay. Within one (1) week of being disabled from work, the employee or his/her representative must contact the Payroll division in the Finance Department to provide the following information:

1. The date the leave commenced;
2. The estimated duration of the leave;
3. A current phone number where the employee can be reached;
4. Whether or not the employee desires to supplement his/her SDI or PFL benefits with leave credits;
5. The election of the order in which leave credits will be used (i.e. sick before vacation, CTO before vacation then floating holiday, etc.).

Once the SDI or PFL benefit amount has been determined by the State, the employee must provide a copy of the SDI or PFL award letter and provide ongoing copies of the SDI or PFL check stubs to the Payroll division in the Finance Department to ensure proper supplementation of benefits and payments. Failure to provide this information timely will prevent the City from providing supplementation of leave credits. Timely submission is defined as submission by the last day of the applicable pay period so that the information may be utilized for calculation of the pay check for that pay period.

SDI does not cover the first seven (7) days of any disability, therefore an employee must use accrued leave credits that are available prior to utilizing unpaid leave consistent with the provisions of the memorandum of understanding. Employees utilizing PFL will be required to use two (2) weeks of accrued leave credits, if available, prior to PFL benefits beginning.

Article 28 – Vacation

Eligible employees shall earn vacation credits at the following rate dependent upon the number of years of service with the City, for each pay period an employee is in a paid status at least 50% or more of the period.

COMPLETED YEARS = NUMBER OF HOURS RECEIVED PER PAY PERIOD		
0 through 4 yrs.	=	3.69 hrs. per pay period
5 through 9 yrs.	=	4.61 hrs. per pay period
10 through 14 yrs.	=	5.53 hrs. per pay period
15 through 19 yrs.	=	6.15 hrs. per pay period
20 or more yrs.	=	6.46 hrs. per pay period

Vacation may be used after completing six months of continuous service. Maximum vacation time allowed on books is 280 hrs. If the employee has reached the maximum (280 hrs.) accumulation, the vacation hours will cease to accumulate, or the employee must take the time as it is earned.

Vacations will be scheduled in advance with prime consideration that the functions of the Department will be adequately maintained. Whenever two or more employees choose the same vacation period, the matter will be settled on the basis of seniority. Requests for Vacations of more than five working days will be granted on consecutive work days, unless previously agreed to in writing by the employee.

Short notice vacation leave of less than five working days may be granted if the employee gives as much prior notice as is reasonably possible and the Department workload permits.

Article 29 – Retirement

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by

the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 5.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 2.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 6.25%.

Article 30 – Sick Leave

Each employee shall be entitled to sick leave, which will be accrued at a rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period.

Bereavement Leave - When a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) days leave for the death of a family member residing within the State of California or five (5) days leave for the death of a family member residing outside the State of California. Such time will be charged to sick leave or vacation leave at the employee's discretion. The immediate family is defined as current spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

Sick leave cash-out upon termination will be as follows:

Employee's hired before 7/1/83 may cash out sick leave per the following:

Years of Service	% of Leave	Years of Service	% of Leave
5 (min)	10	13	28
6	13	14	29
7	16	15	30
8	19	16	34
9	22	17	38
Years of Service	% of Leave	Years of Service	% of Leave
10	25	18	42
11	26	19	46
12	27	20 (max)	50

Employee's hired 7/1/83 and later may cash out sick leave at the rate of 1 % a year for each year of service up to a maximum of 30% for 30 years of service. To be eligible employees must be employed with the City on a full time basis for a minimum of five years.

In lieu of the above, employees in classes from the former Maintenance Bargaining Unit, as listed in Exhibit A, shall have the following Sick Leave cash-out benefit: Employees with a minimum of five years of service may cash-out at the rate of 1.5% per year up to a maximum of 30% for 20 or more years of service.

The cash-out conversion pertains only to retirements and positive terminations. Negative terminations (discharge) are not eligible.

In both cash-out provisions above, the percentage is the percentage of salary at date of separation, which will be paid for Sick Leave balances to be cashed out. An example is an employee with 100 hours of sick leave on the books at the date of separation. For this example, the employee is paid \$15.00 per hour, the employee's class was not formerly in the Maintenance Bargaining Unit, the hire date was prior to 7/1/83 and the employee has fifteen (15) years of service.

The cash-out would be: 100 hours X \$15 per hour X 30% = \$450.00

All employees in this unit have the option to convert 100% of the remaining sick leave upon retirement to PERS time-in-service.

PERS Sick Leave Credit - Members with unused sick leave at retirement (after any cash out) may receive additional service credit at the rate of 0.004 years for each day of sick leave, if desired.

Article 31 – Family Sick Leave

Sick leave may be used up to the limit of forty eight hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - 1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - 1.2. Spouse or Registered Domestic Partner
 - 1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - 1.4. Grandparent
 - 1.5. Grandchild.
 - 1.6. Sibling.
2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - 2.1. A temporary restraining order or restraining order.
 - 2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - 2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - 2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - 2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - 2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of Sick Leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

Article 32 – Workers' Compensation

For employees in classes from the former Maintenance Bargaining Unit as noted in Exhibit A, when an injury or illness is caused by a direct on-the-job accident or condition, the following shall apply:

If a physician certifies an absence as a result of an injury/illness, the first three (3) days shall be covered as described by Labor Code, Article 3, Disability Payment, Section 4650.

If the disability exceeds three (3) days, the City shall maintain the affected employee on full pay status for a period not to exceed ten (10) working days (per attending physician's recommendation).

This benefit shall not apply to a reoccurrence of a pre-existing problem or condition, nor to an injury which is determined to have been caused by negligence or non-observance of safety procedures on the part of the affected employee. In such incidents, minimum coverage by law will apply.

If applicable, sick leave may be charged after these ten (10) working days to maintain full pay status at the discretion of the employee.

This section shall be reviewed on an annual basis at the termination of each agreement and evaluation based upon, cost to the City, bargaining unit's accident record and general safety practices observed by the covered employees.

Employees represented by this group who have suffered an industrial injury that has been accepted as such by the City and are not able to return to duty are not eligible to receive monthly benefit allowance once they have been declared permanent and stationary by either their treating physician or the Workers' Compensation Appeals Board and they have exhausted all of their accruals, leaving them on unpaid status. At such time, the City will also no longer be required to provide life insurance, dependent life insurance, and long term disability insurance.

If an employee is on leave due to an industrial injury that has been accepted as such by the City and is cleared to return to full or part time work by his/her treating physician, the employee will use sick leave in accordance with the City of Madera Personnel Rules and Regulations or any other leave the employee may have accrued to attend to any additional medical or therapy appointments scheduled during a work shift.

When an employee is on leave due to an industrial injury that has been accepted as such by the City, the City is not obligated to pay any more temporary disability than that which is provided for in the California Labor Code or in this Memorandum of Understanding.

Employees will use accrued sick, vacation, holiday, or compensating time off to supplement temporary disability pay to provide a full regular paycheck.

Article 33 – Deferred Compensation

The City pays an amount equal to 4.2% of the Non-Safety employees' gross salary into a deferred compensation plan (the 4.2% may be rounded up or down).

Article 34 – Holidays

The employer agrees the following eight (8) hour days are established as holidays with pay:

New Year's Day, Martin Luther King's Birthday or Civil Rights Day , Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

The employer agrees the following half (½) days (4 hours) are established as partial holidays with pay:

Good Friday and last day prior to either Christmas Day or New Year's Day. Except for employee at the Waste Water treatment Plant, when said listed holidays fall on a Sunday, the following Monday shall be deemed the holiday in lieu of the actual day observed, and when a holiday falls on Saturday, the preceding Friday shall be deemed the holiday in lieu of the actual day observed. For employees working at the Waste Water Treatment Plant, all holidays will be observed on the actual calendar day.

In addition to the above holiday policy, should a holiday fall on an employee's regular day off, the employee shall be scheduled to observe the holiday on either the last work day prior to the holiday or the first work day following the holiday. Should this not be possible, with the written permission of the City Administrator, this time may be added (placed on the books) as holiday time, which may be used at some time in the future on the same basis as vacation leave or the employee may be paid for the holiday in addition to all other hours worked and leave taken in the pay period.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday. Consistent with Personnel Rule IX Section 12, a new employee is not entitled to receive a paid holiday until he/she has actually worked for the City of Madera in a full time capacity for at least 1 scheduled work day.

In addition to the City observed holidays outlined above, employees in this unit will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave.

Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

Other than as provided in Article 17, when an employee is scheduled, as opposed to called in, to work on any of the aforementioned holidays, employee shall be paid at the rate of one and one half (1-1 /2) times their normal rate of pay for the hours worked.

In addition, each employee shall receive the date known as the "employee anniversary date" (month and day hired as a regular employee) as a holiday. This holiday shall be added to vacation time at a straight time rate. Credit will not be given until the employee's anniversary date has passed.

In those instances where an employee is scheduled to work 10 hour shifts, compensation shall be computed based on the following scenarios:

Scenario #1.

Employee is scheduled to work, or called back to work, on a holiday for a 10 hour shift. Compensation Computation for Scenario #1.

Compensation is based on 8 hours holiday pay at straight time and 10 hours of actual work performed at the rate of one and one half (1 ½) employee's normal rate of pay for the hours worked. (This equates to 23 hours of work paid at straight time.)

Scenario #2.

Employee is not scheduled to work a 10 hour shift on a holiday.

Compensation Computation for Scenario #2.

Employee can exercise one of two payment alternatives as shown below:

Payment Alternative #1

Employee may choose to be paid 2 hours from their accrued vacation bank or be paid 2 hours from their accrued CTO bank.

Payment Alternative #2

Employee can chose not to be paid for 2 hours.

Scenario #3.

Employee is scheduled to work 10 hours on a 4 hour holiday. (Good Friday or Winter Holiday).

Compensation Computation for Scenario #3

Compensation is based on 4 hours holiday pay at straight time and 6 hours of work at straight time, and 4 hours of time paid at one and one half (1 ½) for the 4 holiday hours worked. (This equates to 16 hours of work at straight time.)

Scenario #4.

Employee is not scheduled to work 10 hours on a 4 hour holiday (Good Friday or Winter Holiday).

Compensation Computation for Scenario #4.

Compensation is based on 4 hours holiday pay added to the normal paycheck.

Article 35 – Reclassification – Employee Initiated

Position Reclassification

An employee who believes his/her position is wrongly classified may submit a written request to the Human Resources Department for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Human Resources Department in January or February so that changes may be included in the next fiscal year budget.

Classification Analysis

The supervisor shall forward the request to the department head. The department head shall then request that the Human Resources Director conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The city shall endeavor to complete the analysis as soon as practicable.

Appeals

If the employee disagrees with the response of the Human Resources Director, he/she may appeal to the City Administrator in writing. The written appeal must state the reasons why he/she feels that the Human Resources Director's findings were incorrect. The City Administrator may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Administrator shall be final.

Article 36 – Military Leave

An employee requesting Military Leave must furnish a copy of their official orders to the immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or a similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty on a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, compensatory time off or holiday time. Per Opinion No. 395.05 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request leave without pay or use of vacation, compensatory time off, or holiday pay.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and military pay after verification of military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. The salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date of active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit allowance (dollars) for each period in which the salary continuation benefits are paid. Uniform and /or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during the active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

Article 37 – Leave Without Pay

The City Administrator or designee may grant an employee a leave of absence without pay for a period not to exceed six months. However, under extraordinary circumstances the employee may request one extension not to exceed another six months for a total amount of leave without pay not to exceed one year.

A leave without pay may be granted only after all paid leave has been exhausted except when a person is receiving long term disability benefits, is unable to use their vacation due to the short duration of employment with the City or due to military leave.

Article 38 – Openers

During the term of this agreement there shall be openers as follows:

- To meet and confer each year of this agreement to negotiate employer and employee contributions toward health benefits and retirement.

During the life of this MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this Memorandum, such party shall request, in writing, to meet and confer on the item which item shall be specified in writing. Except as provided above, meet and confer on items requested using this provision, requires mutual agreement.

Article 39 – Savings Clause

The provisions of this MOU are declared to be severable and if any section, subsection, sentence, clause, or phrase of this agreement shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this MOU, but they shall remain in effect, it being the intent of the parties that this agreement shall stand notwithstanding the invalidity of any part. Should any portion of this agreement be found invalid or unconstitutional, and the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

Article 40 – Ratification


Nothing contained in this MOU shall be deemed binding on either the City or the Union following signing of this Memorandum by the respective parties until it has been ratified by the Union membership and approved by the City Council.

Article 41 – Term

Except as otherwise provided herein, this MOU shall be effective January 6, 2016 upon adoption by the City Council and remain in effect until midnight, the 30th day of June, 2018.

Signatures

REPRESENTATIVES OF THE GENERAL BARGAINING UNIT AND OPERATING ENGINEERS LOCAL UNION NO. 3




Fred Klinge, OE3 Business Representative

12-21-2015
Date



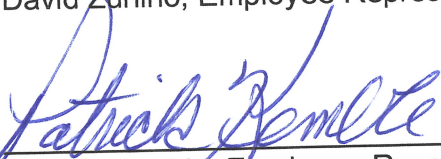
Steven Montes, Employee Representative

12/22/15
Date



David Zunino, Employee Representative

12/22/15
Date



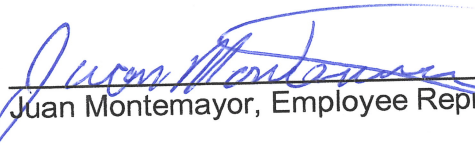
Patrick Kemble, Employee Representative

12/24/15
Date



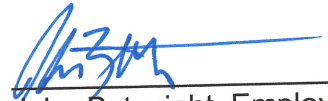
Brian Hutchison, Employee Representative

12-23-15
Date



Juan Montemayor, Employee Representative

12-22-15
Date



John Botwright, Employee Representative

12/23/15
Date

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA



David R. Tooley, City Administrator

1/7/16
Date



General Bargaining Unit
Salary Schedule Effective 1/9/2016

Exhibit A

Job Title	Monthly						
	Range	A	B	C	D	E	F
Accountant (Junior)	282	\$2,738	\$2,875	\$3,019	\$3,170	\$3,328	\$3,495
Accountant I	322	\$3,343	\$3,510	\$3,685	\$3,869	\$4,063	\$4,266
Accounting Technician I	240	\$2,221	\$2,332	\$2,448	\$2,571	\$2,699	\$2,834
Accounting Technician II	260	\$2,454	\$2,576	\$2,705	\$2,840	\$2,982	\$3,131
Accounting Technician III	280	\$2,711	\$2,846	\$2,989	\$3,138	\$3,295	\$3,460
Administrative Assistant	299	\$2,980	\$3,129	\$3,286	\$3,450	\$3,623	\$3,804
Administrative Secretary	275	\$2,644	\$2,776	\$2,915	\$3,061	\$3,214	\$3,375
Airport Maintenance Worker I	254	\$2,381	\$2,500	\$2,625	\$2,757	\$2,894	\$3,039
Airport Maintenance Worker II	274	\$2,631	\$2,763	\$2,901	\$3,046	\$3,198	\$3,358
Airport Maintenance Worker III	281	\$2,724	\$2,861	\$3,004	\$3,154	\$3,312	\$3,477
Animal Control Officer	290	\$2,850	\$2,992	\$3,142	\$3,299	\$3,464	\$3,637
Assistant Planner	352	\$3,882	\$4,076	\$4,280	\$4,494	\$4,719	\$4,955
Building Permit Technician	288	\$2,821	\$2,962	\$3,110	\$3,266	\$3,429	\$3,601
Combination Building Inspector	348	\$3,805	\$3,996	\$4,195	\$4,405	\$4,626	\$4,857
Computer Technician	344	\$3,730	\$3,917	\$4,113	\$4,318	\$4,534	\$4,761
Construction Inspector I	322	\$3,343	\$3,510	\$3,685	\$3,869	\$4,063	\$4,266
Construction Inspector II	342	\$3,693	\$3,878	\$4,072	\$4,275	\$4,489	\$4,714
Deputy City Clerk	311	\$3,164	\$3,322	\$3,488	\$3,663	\$3,846	\$4,038
Electrician II	361	\$4,060	\$4,263	\$4,477	\$4,700	\$4,935	\$5,182
Electrician III	381	\$4,486	\$4,711	\$4,946	\$5,193	\$5,453	\$5,726
Electronic/Instrumentation Technician	381	\$4,486	\$4,711	\$4,946	\$5,193	\$5,453	\$5,726
Engineering Technician I	302	\$3,025	\$3,177	\$3,335	\$3,502	\$3,677	\$3,861
Engineering Technician II	322	\$3,343	\$3,510	\$3,685	\$3,869	\$4,063	\$4,266
Engineering Technician III	350	\$3,844	\$4,036	\$4,238	\$4,449	\$4,672	\$4,905
Facilities Maintenance Technician	289	\$2,835	\$2,977	\$3,126	\$3,282	\$3,446	\$3,619
Facility Aide	201	\$1,828	\$1,919	\$2,015	\$2,116	\$2,222	\$2,333
Field Representative	260	\$2,454	\$2,576	\$2,705	\$2,840	\$2,982	\$3,131
Grants Specialist	299	\$2,980	\$3,129	\$3,286	\$3,450	\$3,623	\$3,804
Maintenance Technician	283	\$2,752	\$2,889	\$3,034	\$3,186	\$3,345	\$3,512
Mechanic I	286	\$2,793	\$2,933	\$3,080	\$3,234	\$3,395	\$3,565
Mechanic II	301	\$3,010	\$3,161	\$3,319	\$3,485	\$3,659	\$3,842

General Bargaining Unit
Salary Schedule Effective 1/9/2016

Exhibit A

Job Title	Monthly						
	Range	A	B	C	D	E	F
Mechanic III	321	\$3,326	\$3,492	\$3,667	\$3,850	\$4,043	\$4,245
Neighborhood Outreach Assistant	276	\$2,657	\$2,790	\$2,930	\$3,076	\$3,230	\$3,392
Neighborhood Outreach Coordinator	306	\$3,086	\$3,241	\$3,403	\$3,573	\$3,751	\$3,939
Neighborhood Preservation Specialist I	310	\$3,148	\$3,306	\$3,471	\$3,645	\$3,827	\$4,018
Neighborhood Preservation Specialist II	330	\$3,479	\$3,653	\$3,835	\$4,027	\$4,228	\$4,440
Neighborhood Preservation Specialist III	350	\$3,844	\$4,036	\$4,238	\$4,449	\$4,672	\$4,905
Office Assistant I	213	\$1,941	\$2,038	\$2,140	\$2,247	\$2,359	\$2,477
Office Assistant II	233	\$2,144	\$2,252	\$2,364	\$2,482	\$2,607	\$2,737
Parks Leadworker	308	\$3,117	\$3,273	\$3,437	\$3,609	\$3,789	\$3,978
Parks Worker I	248	\$2,311	\$2,427	\$2,548	\$2,675	\$2,809	\$2,949
Parks Worker II	268	\$2,553	\$2,681	\$2,815	\$2,956	\$3,104	\$3,259
Parks Worker III	288	\$2,821	\$2,962	\$3,110	\$3,266	\$3,429	\$3,601
Payroll Specialist	316	\$3,244	\$3,406	\$3,577	\$3,755	\$3,943	\$4,140
Plans Examiner	360	\$4,040	\$4,242	\$4,454	\$4,677	\$4,911	\$5,156
Public Works Maintenance Lead Worker	305	\$3,071	\$3,224	\$3,386	\$3,555	\$3,733	\$3,919
Public Works Maintenance Worker I	254	\$2,381	\$2,500	\$2,625	\$2,757	\$2,894	\$3,039
Public Works Maintenance Worker II	274	\$2,631	\$2,763	\$2,901	\$3,046	\$3,198	\$3,358
Public Works Maintenance Worker III	281	\$2,724	\$2,861	\$3,004	\$3,154	\$3,312	\$3,477
Public Works Maintenance Worker IV	285	\$2,779	\$2,918	\$3,064	\$3,217	\$3,378	\$3,547
Purchasing Assistant	280	\$2,711	\$2,846	\$2,989	\$3,138	\$3,295	\$3,460
Recreation/Community Programs Coordinator	313	\$3,196	\$3,356	\$3,523	\$3,700	\$3,885	\$4,079
Secretary	253	\$2,369	\$2,488	\$2,612	\$2,743	\$2,880	\$3,024
Senior Nutrition Program Monitor	233	\$2,144	\$2,252	\$2,364	\$2,482	\$2,607	\$2,737
Solid Waste/Recycling Assistant	283	\$2,752	\$2,889	\$3,034	\$3,186	\$3,345	\$3,512
Solid Waste/Recycling Coordinator	313	\$3,196	\$3,356	\$3,523	\$3,700	\$3,885	\$4,079
Water Quality Specialist I	283	\$2,752	\$2,889	\$3,034	\$3,186	\$3,345	\$3,512
Water Quality Specialist II	305	\$3,071	\$3,224	\$3,386	\$3,555	\$3,733	\$3,919
Water Quality Specialist III	325	\$3,393	\$3,563	\$3,741	\$3,928	\$4,124	\$4,330
Water Quality Specialist In Training	262	\$2,478	\$2,602	\$2,732	\$2,869	\$3,012	\$3,163
Water System Lead Worker	335	\$3,567	\$3,745	\$3,932	\$4,129	\$4,335	\$4,552
Water System Technician	344	\$3,730	\$3,917	\$4,113	\$4,318	\$4,534	\$4,761

General Bargaining Unit
Salary Schedule Effective 1/9/2016

Exhibit A

Job Title	Monthly						
	Range	A	B	C	D	E	F
Water System Worker I	272	\$2,605	\$2,735	\$2,872	\$3,015	\$3,166	\$3,325
Water System Worker II	311	\$3,164	\$3,322	\$3,488	\$3,663	\$3,846	\$4,038
Water System Worker III	315	\$3,228	\$3,389	\$3,559	\$3,737	\$3,924	\$4,120
WW Lab Analyst/Environmental Compliance Inspector I	306	\$3,086	\$3,241	\$3,403	\$3,573	\$3,751	\$3,939
WW Lab Analyst/Environmental Compliance Inspector II	326	\$3,410	\$3,580	\$3,759	\$3,947	\$4,145	\$4,352
WWTP Lead Operator	344	\$3,730	\$3,917	\$4,113	\$4,318	\$4,534	\$4,761
WWTP Mechanic	336	\$3,584	\$3,764	\$3,952	\$4,149	\$4,357	\$4,575
WWTP Operator I	283	\$2,752	\$2,889	\$3,034	\$3,186	\$3,345	\$3,512
WWTP Operator II	305	\$3,071	\$3,224	\$3,386	\$3,555	\$3,733	\$3,919
WWTP Operator III	325	\$3,393	\$3,563	\$3,741	\$3,928	\$4,124	\$4,330
WWTP Operator In Training	262	\$2,478	\$2,602	\$2,732	\$2,869	\$3,012	\$3,163

SAFETY BOOT ALLOWANCE

Exhibit B

Airport Maintenance Worker I/II/III
Combination Building Inspector
Construction Inspector I/II
Electrician II/III
Electronic/Instrumentation Technician
Engineering Technician I/II/III
Equipment Shop Mechanic
Facilities Maintenance Technician
Field Representative
Fire Prevention Officer in Training
Fire Prevention Officer I/II
Maintenance Technician
Mechanic I/II/III
Neighborhood Preservation Specialist I/II/III
Parks Worker I/II/III
Parks Lead Worker
Public Works Maintenance Lead Worker
Public Works Maintenance Worker I/II/III/IV
Solid Waste/Recycling Assistant
Solid Waste/Recycling Coordinator
Water Quality Specialist in Training
Water Quality Specialist I/II/III
Water System Lead Worker
Water System Technician
Water System Worker I/II/III
WWTP Lab Analyst/Environmental Compliance Inspector I/II
WWTP Lead Operator
WWTP Mechanic
WWTP Operator I/II/III