

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF MADERA  
AND  
THE MID-MANAGEMENT EMPLOYEE GROUP

Effective September 5, 2018 to June 30, 2019

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## **Article I - Introduction**

The duly authorized representatives of the City of Madera, hereinafter referred to as the City, and the Mid-Management Employee Group, hereinafter referred to as the Group having met and conferred in good faith do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

The purpose of this MOU is to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and members of the Group. 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 in their entirety.

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 prevail and the City Council retains its power to legislate or take other appropriate actions not in conflict with this MOU.

Except for emergencies, the Group, if affected, shall be given reasonable advance written notice of 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 - Discrimination**

Employees or prospective employees shall not be employed, promoted, discharged or in any way favored, disadvantaged or discriminated against in any respect because of race, ancestry, religious creed, color, national origin, sex, pregnancy, marital status, sexual orientation, medical condition, mental or physical disability, Veteran's status, request for family medical leave political opinion or affiliation, or association membership or activity; and, to the extent prohibited by applicable law, there shall be no discrimination because of age.

## **Article 4 - Employee and Employer Rights**

The parties hereto agree that this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution #4775 of the City of Madera and by this reference, said Resolution is incorporated herein as though set forth in full.

It is further understood and agreed that the City retains all its powers and authority to manage municipal services and the work force performing those services.

The City recognizes its obligations to meet and confer in good faith in accordance with the Meyers Milius Brown Act. However, it is agreed that during the term of this MOU 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:

1. Determining and modifying the organization of City government and its constituent work units.
2. Determining the nature, standards, levels and mode of delivery of services to be offered to the public.
3. Determining the methods, means and the numbers and kinds of personnel by which services are to be provided.
4. Determining whether goods; or services shall be made or provided by the City, or shall be purchased, or contracted for.
5. Directing employees, including scheduling and assigning work, work hours, and overtime.
6. Establishing employee performance standards and to require compliance therewith.
7. Discharging, suspending, demoting, reducing in pay, reprimanding, withholding salary increase and benefits, or otherwise disciplining employees, subject to the requirements of applicable law.
8. Relieving employees from duty because of lack of work or lack of funds or other legitimate reasons.
9. Implementing rules, regulations, and directives consistent with law and the specific provisions of this MOU.
10. 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 5 – Mid Management Group Membership**

### Maintenance of Membership

Any employee in this unit who has authorized Group dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Group dues during the period of December 1 through December 15<sup>th</sup> of each year of the MOU by notifying the Group in writing of his/her termination of Group dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Bargaining Group from which dues deductions are to be canceled. The letter shall be sent to Madera City Hall located at 205 W. 4<sup>th</sup> Street, ATTN: Mid Management Group. The Group will provide the City's Payroll Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. The effective date for dues cancellation will be the first full pay period after January 1<sup>st</sup> of each year.

Authorization by individual members to begin or requests to terminate dues deductions will be maintained by the Bargaining Group. The start or stop of membership dues deductions for individual members will be communicated by the Group to the City's Payroll Department in writing

by an authorized representative of the Group. Requests to begin dues deductions will be effective the next whole pay period following receipt by the Payroll Department of the written request to begin such deductions from the Bargaining Group. The City will not be held liable for Group dues deductions made or terminated based on notice from an authorized Bargaining Group representative.

#### Group Dues Deduction

The City shall deduct from the first two (2) paychecks in each calendar month of unit employees the regular [periodic] Group membership dues as certified by an authorized official of the Bargaining Unit, pursuant to the Groups' deduction authorization form duly completed and signed by the employee, and transmit such deductions monthly to the Group. Such deduction shall be made only when the Group member's earnings for a pay period are sufficient after other legally required deductions are made. It is agreed that the City assumes no liability on account of any actions taken pursuant to this section. The Group will provide a thirty day written notice to the City's Human Resources Department of any changes in the amount of the dues.

#### New Employee Orientation

The City will provide the Group with two weeks advance notice (when possible) of any new employee's orientation and will give a Group representative up to 20 minutes as part of that orientation. The Group's part of the orientation will take place the 2<sup>nd</sup> work day of the new employee in an appropriate break room. The Group will be given a new employee's name, work unit, job classification, home address, personal cell phone, rate of pay and start date prior to the employee's start date to the extent the information is available.

### **Article 6 - Salaries and Benefits**

The salary schedule attached as Exhibit A reflects the current salary plan. There are no changes to the existing salary schedule..

After an employee has been at the top (F) step of their salary range for one year (on their anniversary date), the employee is eligible for a 'Y' step. The Y step equals a 2.5% increase and must be recommended per supervisor's evaluation. Five years after an individual has reached the Y step and remains frozen at a particular range/step, the employee is eligible for an additional 2.5% increase. This would then continue every five (5) years to a maximum of 10%.

Employees represented by this unit employed with the City as of the date this Agreement is approved by the City Council and who continue to be employed as of September 28, 2018 will receive a one-time lump sum payment of \$500.00, subject to applicable taxes and deductions. Said payment will be made on pay date October 5, 2018. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes.

### **Article 7 - Overtime**

Both the City and Mid-Management Group recognize that overtime rules are set at both the Federal and State level and these rules are not necessarily the same nor under control of the City or Group. It is the intent of the parties to comply with both Federal and State requirements on an ongoing basis. Both Federal and State regulations provide a 2-part test for determining whether a position is overtime exempt. The two parts are referred to as the duties test and the salaries test. All positions in the Mid-Management Group meet the duties test under either the 'Executive', 'Professional' or 'Administrative' exemption. As regulations change some positions will not meet the salary test at certain steps of their assigned salary range.

For any positions that do not meet either the Federal or State salary test at certain steps, employees working in those positions at those steps will be eligible for overtime pay as set by statute for all hours eligible for overtime under either the Federal or State statutes as they apply to the City of Madera. Employees 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. The CTO time bank for each employee shall be capped at 240 hours.

Employees eligible to accrue CTO as well as employees who have a remaining CTO balance from prior positions or pay rates that were eligible for overtime who have a CTO balance on the books may make an annual request to cash-out CTO. Specifically, the employee may request an annual cash-out of CTO in writing to the payroll department no later than August 31 of each year to be paid the second payroll in September.

In recognition of the fact that all positions in the Mid-Management Group are expected to work all reasonable hours necessary to accomplish assigned tasks the represented positions will be credited with five days (40 Hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

Generally, a regular workweek shall consist of 40 hours. These hours shall be scheduled by the City but shall not violate applicable State of California Labor Codes or existing City Personnel Rules and Regulations. Work schedules may be 5/8s, 4/10s or a 9/80 schedule. Authority to work a 4/10 or 9/80 schedule will be granted with the approval of the City Administrator and the Department Head provided public service hours are not adversely impacted and customer service is maintained. Employees approved to work a 4/10 or 9/80 work schedule must commit to that work schedule for at least one year unless an unforeseen emergency dictates a return to his/her prior work schedule. Any request to modify an approved 4/10 or 9/80 work schedule must also include a commitment to maintain the modification for at least one year. Requests to discontinue a 4/10 or 9/80 work schedule within one year of approval and all requests to modify a 4/10 or 9/80 work schedule must be approved by the City Administrator and Department Head.

Employees may request to flex their regular work schedule. Approval of such requests will be at the discretion of the Department Head.

### **Article 8 - Holidays**

The parties agree that the following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

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.

If an employee is required to work a special mandatory event on a paid holiday, the paid holiday may be shifted within the same pay period to a date approved by the applicable Department Head. This is not meant to address situations in which an employee may work on a paid holiday to catch up on work or finish a project that is due, but is instead meant to capture such instances as the Parks Department's 4<sup>th</sup> of July event in which employee attendance is mandatory and necessary for the success of the event. In these instances, the event is known in advance and all arrangements should be made in advance. It is the employee's responsibility to request of his/her Department Head the appropriate day within the same pay period to shift the paid holiday to. If arrangements are not made prior to the end of the pay period in which the paid holiday occurs, the employee may not shift the paid holiday to a subsequent pay period.

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.

#### **Article 9 - Anniversary Date**

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year.

#### **Article 10 - Vacation**

Group employees earn vacation credits, 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. All accrued vacation is paid to a Group member upon retirement, resignation or termination.

COMPLETED YEARS = NUMBER OF HOURS RECEIVED PER PAY PERIOD

0 through 4 yrs. =	3.6923 hrs. per pay period
5 through 9 yrs. =	4.6156 hrs. per pay period
10 through 14 yrs. =	5.5384 hrs. per pay period
15 through 19 yrs. =	6.1538 hrs. per pay period
20 plus yrs. =	6.4615 hrs. per pay period

Vacation may be used after completing six months of continuous service. The maximum vacation employees in this group are allowed to accumulate is 360 hours.

Employees represented by this bargaining unit may request to cash out up to 40 hours of vacation each fiscal year. To be eligible for such cash out provision, employees must make their request in writing to the payroll department no later than August 31 of each year for cash out to be paid

the second payroll in September. Additionally, employees must have a vacation balance of at least 160 hours to request a cash out.

### **Article 11 - Education Reimbursement and Education Incentive Pay**

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

- Books: 100%
- Tuition: 100%
- No mileage reimbursement allowed

The 100% reimbursement is limited to a total of \$2,400 per fiscal year. Reimbursement request must be submitted to the Human Resources Department no later than 45 days after completion of the course.

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

Employees in this unit will be eligible for education incentive pay as follows. These incentives cannot be combined.

- 5% of base pay only for an approved Master's Degree
- 7% of base pay only for an approved Doctoral Degree, not to be combined with or compounded by the 5% Master's Degree incentive

To receive incentive pay under this provision, the employee must first submit to their Department Head proof of degree attainment in the form of a diploma or transcripts from an academic institution accredited by a recognized college/university accrediting agency along with a written request for incentive pay that states the reason the degree is applicable to the employee's field of work. The Department Head will review the request and make a determination to recommend or not recommend the requested incentive pay to the City Administrator. If the Department Head fails to make a determination within ten (10) business days of the submittal of the request by the employee, the employee may forward the request directly to the Human Resources Department noting the original date of submission to the Department Head. If the degree is applicable to the employee's field of work, the Department Head will recommend approval to the City Administrator by submitting the supplied diploma or transcripts with the prescribed City form/process for recommending pay increases to the Human Resources Department. Human Resources will route the request for the incentive pay to the City Administrator for review and consideration of approval. All approved incentives will be effective the first whole pay period following approval by the City Administrator of the request for incentive pay.

If an employee's Department Head does not recommend a degree for incentive pay on the basis that said degree is not relative to the employee's assigned field of work, the employee may appeal this determination to the City Administrator by submitting a written request for review to the City's Human Resources Department within ten (10) working days of denial. Such request shall include the reasons why the employee feels the degree incentive request should not have been denied, including how/why the specific degree is applicable to the employee's



field of work. The City Administrator will review the appeal request and make a final determination on whether the degree is applicable to the employee's field of work. The decision of the City Administrator in this matter shall be final and will not be grievable or appealable in any other manner.

### **Article 12 - Bilingual Pay**

Eligibility for bilingual pay will be based on employee proficiency determined by testing. The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

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.

Tier #2. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Service with a proficiency rating of either level four or five.

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

Compensation for the bilingual Tier system shall be as follows:

Tier # 1 \$150 per month                      Tier # 2 \$200 per month                      Tier # 3 \$250 per month

The employees currently receiving bilingual' incentive pay shall continue to receive \$50.00 per month unless they pass the CPS proficiency test at the designated level.

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. \$150 per month

Tier #2. Successfully passing with a proficiency rating of no less than four. \$200 per month

Tier #3. Successfully passing with a proficiency rating of no less than five. \$250 per month

### **Article 13 - Mileage Reimbursement**

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California driver's license and insurance coverage is required.

### **Article 14 - Sick Leave**

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations manual.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as

being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in Article 15 of this MOU.

Employees hired/promoted to the Mid-Management Group prior to 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	12.5	14	29
7	15	15	30
8	17.5	16	34
9	20	17	38
10	25	18	42
11	26	19	46
12	27	20 (max)	50

Employees hired/promoted to Mid-Management 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. To be eligible employees must be employed with the City on a full time basis for a minimum of five years.

The cash out provision of sick leave pertains only to retirements and positive terminations. Negative terminations (discharge) are not, eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to PERS service credit.

### **Article 15 - 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 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.

This time is part of, not in addition to, the 12 days (96 Hours) of sick leave earned per year.

#### **Article 16 – Bereavement Leave**

In the event of the death of the employee's parent, spouse or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked.

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 who resides outside the State of California. Such time will be charged to sick leave, vacation leave, administrative leave or floating holiday at the employee's discretion. The immediate family is defined as current spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

## **Article 17 – 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 18 - Insurance Benefits

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 of 24 pay periods per calendar year provided 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 if they provide evidence of other coverage. To comply with Internal Revenue Service (IRS) Regulations for "Eligible Opt Out Arrangements" under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City's Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City's plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. No portion of this MOU is meant to convey requirements more stringent than those required by the Affordable Care Act and/or IRS Regulations.

Effective July 1, 2018, the City's contribution towards health insurance will be equal to the plan premiums for each enrollment level. For the 2018-19 plan year, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$740.16
EE+1	\$1,354.83
EE+Family	\$1,971.79

Employer will continue offering teledoc services for the July 1, 2018-June 30, 2019 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

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 for which includes accidental death and dismemberment (AD & D) coverage. Effective October 1, 2018, the City-provided employee life and AD&D coverage will increase to \$25,000. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

## **Article 19 – Retiree Paid Insurance Benefits**

The City will allow retirees to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan.

## **Article 20 - Workers' Compensation**

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 the 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 the 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 21 – Safety Boots**

A safety boot allowance of \$150.00 shall be provided annually with the second paycheck in July to the following nine (9) positions:

- Electrical and Facilities Operations Manager
- Fleet Operations Manager
- Wastewater Treatment Plant Manager
- Water and Sewer Operations Manager
- Street & Storm Drainage Operations Manager
- Equipment Shop Supervisor
- Streets and Storm Drainage Supervisor
- Wastewater Collection System Supervisor
- Water System Supervisor
- Parks Supervisor

Employees who are hired into the above positions during the year shall receive a pro-rated paycheck based on the remaining number of months in the year. This equipment is to be worn

at all times while performing City duties, except as authorized by the employee's department head.

Safety boots are classified by the Internal Revenue Service as supplemental wages and are subject to income tax withholding in accordance with Circular E, Employer's Tax Guide.

### **Article 22 - Retirement Plan**

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 23 - Deferred Compensation Plan**

For members of this Group, the City pays an amount equal to 4.2% (rounded up or down) of the employee's salary into the deferred compensation plan.

### **Article 24 - Notary Public Services**

Employee(s) so assigned will be required to comply with City requirements in providing such service.

Employee(s) required to provide this service shall either have the City pay for all costs associated with maintenance of certification, and not use the service for other than City Business or for City employees, or be paid an allowance of five dollars (\$5.00) per month.

### **Article 25 – Temporary Assignment to Perform Duties of a Higher Classification**

Permanent employees 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 must be approved by the City Administrator.

### **Article 26 - Grievance Procedure**

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practical and in any event no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied, and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Administrator or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Administrator will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Administrator or designee is final and not subject to further appeal or review.



If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

### **Article 27 - Corrective/Disciplinary Actions**

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 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 subject to appeal only by sworn staff.

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 is 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 28 - Unwritten Conditions**

All other conditions of employment shall not be affected by the absence of comment in this agreement.

### **Article 29 - Notice of Future Meet and Confer**

The Group shall serve upon the City Administrator a written request to meet and confer no later than May 1, 2019, to initiate improvements or changes in wages, hours or other terms and

conditions of employment for members of the Group, which would take effect on or after July 1, of 2019. Such a request shall contain all of the changes in wages, hours, and other terms and conditions of employment proposed by the Group to take effect on or after July 1st of the Fiscal Year.

### Article 30 - Severability

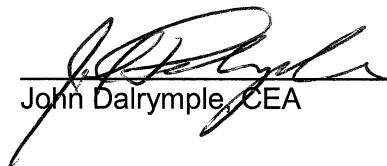
It is understood and agreed that this Memorandum of Understanding is subject to all present and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

### Article 31 - Term

This MOU shall be effective September 5, 2018 and shall remain in full force and effect until June 30, 2019 unless otherwise identified in this agreement.

### SIGNATURES

#### MID-MANAGEMENT REPRESENTATIVES

  
\_\_\_\_\_  
John Dalrymple, CEA

9/7/18  
Date

  
\_\_\_\_\_  
Eric Battles, Mid-Management Group President

8/29/18  
Date

  
\_\_\_\_\_  
Mary Church, Mid-Management Group Vice President

9/4/18  
Date

#### MANAGEMENT REPRESENTATIVE

  
\_\_\_\_\_  
Steve Frazier, City Administrator

9/17/18  
Date



MID MANAGEMENT EMPLOYEE GROUP  
SALARY SCHEDULE

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Accountant I	MM	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
Accountant II	MM	362	\$1,998.25	\$2,098.13	\$2,202.92	\$2,313.09	\$2,428.64	\$2,550.08
Administrative Analyst	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Assistant Engineer	MM	377	\$2,153.46	\$2,261.19	\$2,373.80	\$2,492.79	\$2,617.16	\$2,748.38
Associate Civil Engineer	MM	397	\$2,379.19	\$2,498.17	\$2,623.03	\$2,754.26	\$2,891.85	\$3,036.30
Associate Planner	MM	368	\$2,058.96	\$2,161.79	\$2,270.00	\$2,383.11	\$2,502.58	\$2,627.44
Business Manager	MM	427	\$2,763.07	\$2,901.15	\$3,046.58	\$3,198.86	\$3,358.48	\$3,526.43
Communications Specialist	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Deputy City Engineer	MM	463	\$3,306.58	\$3,472.08	\$3,645.42	\$3,828.05	\$4,019.02	\$4,220.26
Electrical and Facilities Operations Manager	MM	421	\$2,681.79	\$2,815.96	\$2,956.48	\$3,104.36	\$3,259.57	\$3,422.63
Engineering Project Manager	MM	419	\$2,654.86	\$2,788.05	\$2,927.10	\$3,073.51	\$3,227.26	\$3,388.84
Executive Secretary	MM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Executive Secretary to City Administrator	MM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Financial Services Manager	MM	446	\$3,037.76	\$3,189.56	\$3,349.18	\$3,516.64	\$3,692.42	\$3,877.02
Fleet Operations Manager	MM	404	\$2,463.90	\$2,586.80	\$2,716.07	\$2,852.19	\$2,994.68	\$3,144.51
Grant Analyst	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Human Resources Technician	MM	290	\$1,395.49	\$1,465.02	\$1,538.47	\$1,615.34	\$1,696.13	\$1,780.84
Human Resources Technician II	MM	310	\$1,541.41	\$1,618.77	\$1,699.56	\$1,784.76	\$1,873.88	\$1,967.40
Legal Assistant	MM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Neighborhood Preservation Supervisor	MM	380	\$2,185.78	\$2,294.97	\$2,409.55	\$2,530.49	\$2,656.82	\$2,789.51
Network Administrator	MM	389	\$2,286.16	\$2,400.25	\$2,520.21	\$2,646.54	\$2,778.74	\$2,917.80
Paralegal Office Administrator	MM	372	\$2,100.09	\$2,205.37	\$2,315.54	\$2,431.09	\$2,553.02	\$2,680.32
Park Planning Manager	MM	426	\$2,749.36	\$2,886.95	\$3,031.40	\$3,182.70	\$3,341.84	\$3,508.80
Parks Supervisor	MM	335	\$1,746.57	\$1,833.72	\$1,925.29	\$2,021.75	\$2,122.62	\$2,228.87
Procurement Services Manager	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Program Manager-Grants	MM	366	\$2,038.40	\$2,140.24	\$2,247.48	\$2,359.60	\$2,477.61	\$2,601.49
Recreation/Community Programs Manager	MM	390	\$2,297.42	\$2,412.49	\$2,532.94	\$2,659.76	\$2,792.45	\$2,932.49
Recreation/Community Programs Supervisor	MM	353	\$1,910.60	\$2,006.08	\$2,105.97	\$2,211.24	\$2,321.90	\$2,437.95

Redevelopment Agency Secretary	MM	342	\$1,808.26	\$1,898.85	\$1,993.84	\$2,093.24	\$2,198.02	\$2,308.19
Redevelopment Manager	MM	427	\$2,763.07	\$2,901.15	\$3,046.58	\$3,198.86	\$3,358.48	\$3,526.43
Safety Officer	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Senior Civil Engineer	MM	427	\$2,763.07	\$2,901.15	\$3,046.58	\$3,198.86	\$3,358.48	\$3,526.43
Senior Planner	MM	429	\$2,790.98	\$2,930.53	\$3,076.94	\$3,230.69	\$3,392.27	\$3,561.69
Solid Waste Manager	MM	353	\$1,910.60	\$2,006.08	\$2,105.97	\$2,211.24	\$2,321.90	\$2,437.95
Streets & Storm Drainage Ops. Manager	MM	385	\$2,241.11	\$2,352.75	\$2,470.75	\$2,594.15	\$2,723.90	\$2,860.02
Streets & Storm Drainage Supervisor	MM	340	\$1,790.64	\$1,879.75	\$1,973.76	\$2,072.67	\$2,176.48	\$2,285.18
Tyler Munis Implementation Project Manager	MM	408	\$2,513.35	\$2,639.19	\$2,770.91	\$2,909.48	\$3,054.90	\$3,207.67
Utility Billing Supervisor	MM	334	\$1,737.75	\$1,824.42	\$1,915.99	\$2,011.47	\$2,112.33	\$2,217.61
Waste Water Treatment Plant Manager	MM	459	\$3,241.46	\$3,403.53	\$3,573.44	\$3,752.16	\$3,939.69	\$4,137.02
Wastewater Collection System Supervisor	MM	346	\$1,844.99	\$1,937.04	\$2,033.99	\$2,135.84	\$2,242.58	\$2,354.71
Water & Sewer Operations Manager	MM	423	\$2,708.72	\$2,843.86	\$2,986.35	\$3,135.69	\$3,292.38	\$3,456.90
Water Meter & Conservation Supervisor	MM	340	\$1,790.64	\$1,879.75	\$1,973.76	\$2,072.67	\$2,176.48	\$2,285.18
Water System Supervisor	MM	365	\$2,028.11	\$2,129.47	\$2,236.21	\$2,347.85	\$2,465.37	\$2,588.76