

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: C-2

SUBJECT:

Consideration of a Resolution Approving Employment Agreements with the Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources; and

Consideration of a Resolution Setting the Assigned Salary Ranges for the Positions of Director of Community Development and City Engineer

RECOMMENDATION:

The City Manager recommends the City Council (Council) adopt the resolution approving employment agreements with Department Head staff and adopt the resolution effectuating the salary range changes contemplated in the proposed agreements.

Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered.

Announcement - *If approved, the proposed Employment Agreements for the listed positions will modify the offered benefit package, most notably as it relates to the type and amount of paid leave available, reduce the annual leave cash-out provision, eliminate management incentive pay, reduce sick leave cash-out at separation, eliminate automobile allowances, and eliminate City-paid medical insurance in retirement for individuals who do not already have more than fifteen years of City service. The action will also modify the assigned salary ranges for the positions of City Engineer and Director of Community Development.*

SUMMARY:

Department Head employees have individual at-will employment agreements that outline their respective terms and conditions of employment. Existing agreements with the Director of Community Development, City Engineer, Director of Parks & Community Services, Chief Building Official, Director of Financial Services, and Director of Human Resources are currently due for renewal. Agreements with the Information Services Manager, Grant Administrator, and Chief of

Police are mid-term, but are being renewed/modified at this time to reflect the new reduced fringe benefits package.

DISCUSSION:

After review of the information provided by both the Koff & Associates compensation study and information and recommendations presented by consultant Ron Manfredi, Council provided direction on modification and reduction of the benefits available to Department Head employees. This direction also includes modification to the assigned salary ranges for the Director of Community Development and City Engineer. City Manager Arnoldo Rodriguez has proposed new agreements that follow the direction provided by Council. The new/modified terms of the agreements and benefit package offered are summarized as follows:

- A. Term: The term for all agreements is three years. While existing contracts expire at various times, all employees have elected to have their agreements effective immediately.
- B. Severance: No changes are proposed to the existing language. It will remain at 1 ½ months' salary and health benefits.
- C. Annual Leave: The current Annual Leave program will be eliminated and replaced with a leave program equal to Mid-Management employees that includes:
 - Vacation
 - Administrative Leave
 - Paid Holidays
 - Sick
 - Floating Holidays

Going forward, current employees with a minimum balance of 160 hours will be provided the option of cashing out up to 80 hours of vacation each year. For any new management contracts for new hires or internal promotions going forward, vacation cash-out will be 40 hours per year for 0-9 years of City service and 80 hours per year for 10+ years of City service.

Table 1 shows the difference in the maximum available cash-out under the Annual Leave Program and the maximum 80-hour cash-out of vacation should the employee elect to cash-out vacation under the new agreement. It should be noted that under the Annual Leave Program, the annual cash-out was mandatory, but under the new leave structure, annual cash-out of vacation will be optional and it is expected that not all employees will utilize this option.

Table 1: Annual Leave Comparison

	Existing	Proposed
<i>Position</i>	<i>Maximum Cash-Out</i>	<i>80-hour Cash-out (if elected by employee)</i>
Chief Building Official	\$10,868.38	\$4,347.35
Director of Human Resources	\$15,930.63	\$5,689.51
Director of Community Development	\$18,269.48	\$6,740.23
City Engineer	\$12,633.80	\$5,281.81
Director of Parks & Community Services	\$10,296.31	\$5,720.17
Director of Financial Services	\$10,628.40	\$5,904.66
Grant Administrator	\$9,261.66	\$3,704.66
Information Services Manager	\$9,868.68	\$3,947.47
Chief of Police	\$15,819.26	\$6,327.70
Totals	\$113,576.60	\$48,002.85

- D. Sick leave cash-out: The sick leave cash-out upon retirement or positive separation from the City has been reduced from a maximum of 50 percent of the sick leave balance available for cash-out to a maximum of 30 percent of the sick leave balance available for cash-out.
- E. Effective date of leave conversion: Given that the agreement with the Information Services Manager is being effectuated in the middle of his existing employment agreement, the leave conversion will be effective July 1, 2019. The leave conversion is effective immediately for all other agreements.
- F. Health insurance benefits: Department Heads will be tied to the Mid Management Employee Group, whereas the Chief of Police will be tied to the Law Enforcement Mid Management Group. Any changes to health insurance contributions negotiated by the City with these labor groups will be automatically implemented for Department Head employees.
- G. Longevity pay: Longevity pay is being frozen and no additional longevity pay will be earned. The only exception is that the City will honor any longevity pay for which an employee will be eligible before the end of the current fiscal year. Only the Chief Building Official is eligible for additional longevity pay between now and the end of the fiscal year.
- H. Retiree medical: Currently all agreements provide that if an employee retires from City service with at least twenty (20) years total service to the City, three (3) of which are in management, the retiree will receive City-paid health insurance. Existing management employees will only continue to be offered City paid retiree medical if the employee has already accrued at least fifteen (15) years of City service as of the date of the new

contract. The benefit will be eliminated from contracts of employees who do not meet this threshold at this time, and will not be offered going forward to new hires. For those who meet the 15-year threshold, the benefit is being modified to include a cap on the City's contribution. If the policy premium exceeds the cap, then the retiree will be responsible for the balance due. The cap will be \$600 per month until the retiree is eligible for Medicare, at which time the cap will be \$300 per month.

The following table shows current Department Head length of service with the City:

<i>Table 2: Department Head Years of Service</i>	
<i>Position</i>	<i>Current Years of City Service⁽¹⁾</i>
<i>Chief of Police</i>	23.5
<i>Chief Building Official</i>	17.0
<i>Director of Human Resources</i>	16.2
Director of Community Development	13.3
City Engineer	13.2
Director of Parks & Community Services	11.6
Director of Financial Services	5.4
Grant Administrator	2.8
Information Services Manager	1.9

⁽¹⁾ Positions in *italics* will be eligible to receive retiree benefits

- I. Management Incentive Pay: Employees who previously made the irrevocable election to convert leave to 2.7 percent Management Incentive Pay will no longer receive Management Incentive Pay after the effective date of the contract. Management Incentive Pay will not be offered going forward.

Currently the following Department Heads have Management Incentive Pay that will be eliminated going forward. The annual value of this pay is shown for each:

<i>Table 3: Management Incentive Pay</i>	
<i>Position</i>	<i>Current Annual Incentive Pay</i>
Director of Parks & Community Services	\$3,726.39
Director of Financial Services	\$4,036.10
Total	\$7,762.49

- J. Automobile allowances: All automobile allowances for Department Head employees are being eliminated. The following table represents the monthly automobile allowances that will cease effective March 2019.

Table 4: Annual Leave Comparison

<i>Position</i>	<i>Current Annual Auto Allowance</i>
City Engineer	\$4,200
Director of Community Development	\$4,200
Information Services Manager	\$600
Director of Financial Services	\$600
Grant Administrator	\$600
Total	\$10,200

- K. Technology allowance: Department Head employees will continue to have the option to elect either a City-issued cell phone or receipt of a technology allowance to use their personal cell phone for City business.
- L. Salary modifications:
1. The assigned salary range for the Director of Community Development is being modified to reflect an annual decrease in base salary of \$10,000. This decrease requires two actions by Council: first, the establishment of the new range on the City's salary schedule, and second, the assignment of the position to the new range. These actions are provided in the second proposed resolution included with this report.
 2. The assigned salary range for the City Engineer is being modified to reflect an increase of \$6,021.67 annually to correct for compaction between the City Engineer and Deputy City Engineer positions caused by the benefit package reductions for Department Head positions. The City Engineer's assigned salary range will be equal to that of the Public Works Operations Director. This action requires assignment of the position to the new range on the City's salary schedule, and this is proposed in the second resolution included with this report.
- M. Uniform allowance: The Chief of Police will receive a uniform allowance equal to the uniform allowance received by sworn employees in the Law Enforcement Mid Management group. Currently, it is \$750 annually.
- N. Department head employees will continue their compensation reduction to pay a portion of the Employer Contribution to CalPERS (2.375 percent for miscellaneous, 3 percent for sworn). However, the option to achieve this through leave reduction will no longer exist and the employee must opt for either a salary reduction or post-tax payroll deduction. Currently all Department Heads have this reduction taken through the salary reduction option or the payroll deduction; this will only eliminate the leave reduction option going forward for new hires and internal promotions.

FINANCIAL IMPACT:

The proposed agreements contain many modifications and/or changes that will have monetary impacts on the City's budget. These changes are outlined in the discussion section of the report by line item.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Pay and benefits for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

If the Council does not take action on the resolution, existing agreement terms will continue until the individual employment agreements expire.

ATTACHMENTS:

1. Resolution approving employment agreements with the Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources.
2. Resolution modifying the assigned salary ranges for the positions of Director of Community Development and City Engineer.
3. Employment Agreements with the Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING EMPLOYMENT AGREEMENTS WITH THE GRANT ADMINISTRATOR, DIRECTOR OF COMMUNITY DEVELOPMENT, CITY ENGINEER, DIRECTOR OF PARKS & COMMUNITY SERVICES, CHIEF OF POLICE, CHIEF BUILDING OFFICIAL, INFORMATION SERVICES MANAGER, DIRECTOR OF FINANCIAL SERVICES, AND DIRECTOR OF HUMAN RESOURCES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, Employment Agreements have been prepared for the following at-will positions:

- Grant Administrator
- Director of Community Development
- City Engineer
- Director of Parks & Community Services
- Chief of Police
- Chief Building Official
- Information Services Manager
- Director of Financial Services
- Director of Human Resources

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The At-Will Employment Agreements between the City and the individual currently employed with the City in each listed position, copies of which are on file with the City Clerk and referred to for more particulars, are approved.
3. The City Manager is authorized to execute the Agreements with the Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources.
4. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE ASSIGNED SALARY RANGES FOR THE POSITIONS OF DIRECTOR OF COMMUNITY DEVELOPMENT AND CITY ENGINEER

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

SECTION 1. Effective March 2, 2019, City of Madera Salary Schedule M is hereby modified by the addition of Range 556M as follows:

Range	Annual Pay Rate					
	Step A	Step B	Step C	Step D	Step E	Step F
556M	\$137,251.38	\$144,126.20	\$151,345.37	\$158,926.15	\$166,886.64	\$175,245.87

SECTION 2. Effective March 2, 2019, the Director of Community Development and City Engineer classifications are hereby assigned to City of Madera Salary Schedule M as follows:

Position	Range	Annual Minimum	Annual Maximum
Director of Community Development	556M	\$137,251.38	\$175,245.87
City Engineer	508	\$107,600.72	\$137,327.14

SECTION 3. This resolution is effective immediately upon adoption.

GRANT ADMINISTRATOR
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Evelyn Ivette Iraheta (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Evelyn Ivette Iraheta as Grant Administrator for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Grant Administrator; and

WHEREAS, Evelyn Ivette Iraheta desires to be employed as Grant Administrator for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Employee on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. The Grant Administrator shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after March 6, 2019, from her position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Grant Administrator Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.
- B. The Grant Administrator is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Grant Administrator.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

- D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Employee becomes mentally or physically incapable of performing the Grant Administrator job duties, the Employer will comply with the law in regard to separating the Grant Administrator from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Grant Administrator for her services rendered pursuant hereto a base salary of \$ 3,889.75 bi-weekly (City of Madera Salary Schedule Range 476, Step C) payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in her compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of

the period. All accrued vacation is paid to Employee 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

The maximum vacation Employee is allowed to accumulate is 360 hours.

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 and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. 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.

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 this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. 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 CalPERS service credit.

<u>Years of Service</u>	<u>Sick Leave Cash-Out</u>
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. 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.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. 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:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

- 3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 3.2.6. 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 12 days (96 hours) of Sick Leave earned per year. 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.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he 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.

5. Holidays

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.

In addition to the City observed holidays outlined above, Employee 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.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

E. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's 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. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

F. Automobile Allowance

By prior agreement, Employee was provided a \$50 per month automobile allowance for use of her personal vehicle while conducting City business. Employee was not eligible for any additional mileage or vehicle reimbursement for use of her personal vehicle. Effective the first paycheck of March, 2019, Employee will no longer receive an automobile allowance and will submit reimbursement requests for mileage for use of her personal vehicle consistent with the City's Travel and Business Expense Policy.

G. Technology Allowance

Employee will receive a monthly technology allowance of \$75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan for a cell phone through the City's wireless carrier and will be expected to utilize her personal cell phone for City business. Employee's personal cell phone number must be available to the public.

H. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Grant Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Grant Administrator is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.
- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Grant Administrator. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Grant Administrator's employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing March 6, 2019.
- D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Grant Administrator has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA



Evelyn Ivette Iraheta

Arnoldo Rodriguez, City Manager

ATTEST

APPROVED AS TO LEGAL FORM

Sonia Alvarez, City Clerk

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
 - a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

DIRECTOR OF COMMUNITY DEVELOPMENT
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and David Merchen (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of David Merchen as Director of Community Development for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to establish certain conditions of employment, and to set working conditions of said Director of Community Development; and

WHEREAS, David Merchen desires to be employed as Director of Community Development for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Employee on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. The Director of Community Development shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after March 6, 2019, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Community Development Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.
- B. The Director of Community Development is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Community Development.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

- D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Employee becomes mentally or physically incapable of performing the Director of Community Development job duties, the Employer will comply with the law in regard to separating the Director of Community Development from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Effective the first day of the pay period in which this Agreement is effected, the assigned salary range for the position of Director of Community Development will be reduced from City of Madera Salary Schedule M Range 568 to Range 556M:

Range	Annual Pay Rate					
	A	B	C	D	E	F
568	\$145,143.85	\$152,400.41	\$160,013.43	\$168,021.10	\$176,423.43	\$185,245.87
556M	\$137,251.38	\$144,126.20	\$151,345.37	\$158,926.15	\$166,886.64	\$175,245.87

Effective the first day of the pay period in which this Agreement is effected, Employer agrees to pay the Director of Community Development for his services rendered pursuant hereto a base salary of \$6,740.23 bi-weekly (City of Madera Salary Schedule Range 556M, Step F), payable in installments at the same time as the majority of the Employer’s employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to reduce his salary in an equivalent amount. Employee’s salary as set pursuant to the terms of this Agreement shall be reduced by 2.375% for reasons stated above.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee 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

The maximum vacation Employee is allowed to accumulate is 360 hours.

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 and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. 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.

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 this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. 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 CalPERS service credit.

<u>Years of Service</u>	<u>Sick Leave Cash-Out</u>
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

- 3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
- 3.1.2. Spouse or Registered Domestic Partner
- 3.1.3. 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.)
- 3.1.4. Grandparent
- 3.1.5. Grandchild.

3.1.6. Sibling.

3.2. 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:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. 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 12 days (96 hours) of Sick Leave earned per year. 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.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he 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.

5. Holidays

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.

In addition to the City observed holidays outlined above, Employee 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.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

Effective July 1, 2019, longevity pay will be frozen and Employee will not be credited with any additional longevity pay beyond what has been accrued as of said date. As of the date of adoption of this Agreement, Employee has earned two (2) longevity pay steps equal to 2.5% of base pay each and is not due to earn any additional longevity before July 1, 2019. Therefore, Employee will be frozen at two (2) longevity pay steps.

E. City Provided Automobile

By prior agreement, Employee was provided with a \$350 per month automobile allowance for use of his personal vehicle while conducting City business. Employee was not eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle. Effective the first paycheck of March, 2019, Employee will no longer receive an automobile allowance and will submit reimbursement requests for mileage for use of his personal vehicle consistent with the City's Travel and Business Expense Policy.

F. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

G. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's 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. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree

chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Technology Allowance

By prior agreement, Employee received a monthly technology allowance of \$75. Effective the first paycheck of March, 2019, Employee will no longer receive the technology allowance and will be issued a cell phone for business use.

I. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Director of Community Development, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Director of Community Development is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Community Development. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Community Development's employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing March 6, 2019.
- D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Director of Community Development has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA



 David Merchen

 Arnaldo Rodriguez, City Manager

ATTEST

APPROVED AS TO LEGAL FORM

 Sonia Alvarez, City Clerk

 City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
 - a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

CITY ENGINEER AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Keith Helmuth (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Keith Helmuth as City Engineer for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Engineer; and

WHEREAS, Keith Helmuth desires to be employed as City Engineer for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Employee on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. The City Engineer shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after March 6, 2019, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the City Engineer Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.
- B. The City Engineer is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Engineer.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

- D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Employee becomes mentally or physically incapable of performing the City Engineer job duties, the Employer will comply with the law in regard to separating the City Engineer from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Effective the first day of the pay period in which this Agreement is effected, the assigned salary range for the position of City Engineer will be changed from City of Madera Salary Schedule M Range 499 to Range 508:

Range	Annual Pay Rate					
	A	B	C	D	E	F
499	\$102,877.59	\$108,020.84	\$113,431.43	\$119,096.63	\$125,054.65	\$131,305.47
508	\$107,600.72	\$112,985.85	\$118,638.33	\$124,570.88	\$130,796.24	\$137,327.14

Effective the first day of the pay period in which this Agreement is effected, Employer agrees to pay the City Engineer for his services rendered pursuant hereto a base salary of \$5,281.81 bi-weekly (City of Madera Salary Schedule Range 508, Step F), payable in installments at the same time as the majority of the Employer’s employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to reduce his salary in an equivalent amount. Employee’s salary as set pursuant to the terms of this Agreement shall be reduced by 2.375% for reasons stated above.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee 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

The maximum vacation Employee is allowed to accumulate is 360 hours.

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 and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. 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.

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 this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. 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 CalPERS service credit.

<u>Years of Service</u>	<u>Sick Leave Cash-Out</u>
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

- 3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
- 3.1.2. Spouse or Registered Domestic Partner
- 3.1.3. 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.)
- 3.1.4. Grandparent
- 3.1.5. Grandchild.

3.1.6. Sibling.

3.2. 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:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. 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 12 days (96 hours) of Sick Leave earned per year. 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.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he 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.

5. Holidays

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.

In addition to the City observed holidays outlined above, Employee 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.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan

The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

Effective July 1, 2019, longevity pay will be frozen and Employee will not be credited with any additional longevity pay beyond what has been accrued as of said date. As of the date of adoption of this Agreement, Employee has earned two (2) longevity pay steps equal to 2.5% of base pay each and is not due to earn any additional longevity before July 1, 2019. Therefore, Employee will be frozen at two (2) longevity pay steps.

E. Automobile Allowance

By prior agreement, Employee was provided a \$350 per month automobile allowance for use of his personal vehicle while conducting City business. Employee was not eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle. Effective the first paycheck of March, 2019, Employee will no longer receive an automobile allowance and will submit reimbursement requests for mileage for use of his personal vehicle consistent with the City's Travel and Business Expense Policy.

F. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

G. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's 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. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree

chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Technology Allowance

Employee will receive a monthly technology allowance of \$75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

I. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the City Engineer, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The City Engineer is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.
- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Engineer. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Engineer's employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary,

compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing March 6, 2019.
- D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the City Engineer has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA



Keith Helmuth

Arnoldo Rodriguez, City Manager

ATTEST

APPROVED AS TO LEGAL FORM

Sonia Alvarez, City Clerk

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
 - a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

DIRECTOR OF PARKS & COMMUNITY SERVICES
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Mary Anne Seay (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Mary Anne Seay as Director of Parks & Community Services for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Director of Parks & Community Services; and

WHEREAS, Mary Anne Seay desires to be employed as Director of Parks & Community Services for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Director of Parks & Community Services on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Director of Parks & Community Services of the newly proposed term at the time of its offer to renew. The Director of Parks & Community Services must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. The Director of Parks & Community Services shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after March 6, 2019, from her position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Parks & Community Services Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.
- B. The Director of Parks & Community Services is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Parks & Community Services.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

- D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event Employee becomes mentally or physically incapable of performing the Director of Parks & Community Services job duties, the Employer will comply with the law in regard to separating the Employee from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Director of Parks & Community Services on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Director of Parks & Community Services for her services rendered pursuant hereto a base salary of \$5,308.25 bi-weekly (City of Madera Salary Schedule Range 509, Step F), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in her compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

By prior agreement, Employee opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive was in addition to the base salary identified above. Effective the first day of the pay period in which this Agreement is effected, this option will no longer be offered by Employer, and management incentive pay will cease for Employee.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as

outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee 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

The maximum vacation Employee is allowed to accumulate is 360 hours.

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 and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. 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.

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 this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. 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 CalPERS service credit.

<u>Years of Service</u>	<u>Sick Leave Cash-Out</u>
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

- 3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
- 3.1.2. Spouse or Registered Domestic Partner
- 3.1.3. 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.)
- 3.1.4. Grandparent
- 3.1.5. Grandchild.
- 3.1.6. Sibling.

3.2. 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:

- 3.2.1. A temporary restraining order or restraining order.
- 3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- 3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 3.2.6. 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 12 days (96 hours) of Sick Leave earned per year. 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.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he 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.

5. Holidays

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.

In addition to the City observed holidays outlined above, Employee 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.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate safety plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

Effective July 1, 2019, longevity pay will be frozen and Employee will not be credited with any additional longevity pay beyond what has been accrued as of said date. As of the date

of adoption of this Agreement, Employee has earned two (2) longevity pay steps equal to 2.5% of base pay each and is not due to earn any additional longevity before July 1, 2019. Therefore, Employee will be frozen at two (2) longevity pay steps.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's 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 her or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

G. Other

The City Manager shall fix any such other terms and conditions of employment, as he may determine from time to time, relating to the performance of the Director of Parks & Community Services, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

Employee is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.
- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Parks & Community Services. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Parks & Community Services' employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Director of Parks & Community Services: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing March 6, 2019.
- D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Director of Parks & Community Services has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA



Mary Anne Seay

Arnoldo Rodriguez, City Manager

ATTEST

APPROVED AS TO LEGAL FORM

Sonia Alvarez, City Clerk

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
 - a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

CHIEF OF POLICE AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Charlie Dino Lawson (hereinafter referred to as "Chief of Police"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Charlie Dino Lawson as Chief of Police for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Chief of Police; and

WHEREAS, Charlie Dino Lawson desires to be employed as Chief of Police for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Chief of Police on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Chief of Police of the newly proposed term at the time of its offer to renew. The Chief of Police must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. The Chief of Police shall at all times serve at the pleasure of the City Manager. This means that the Chief of Police is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Chief of Police at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Chief of Police to resign at any time, after March 6, 2019, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to the MOU.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Chief of Police to perform the functions and duties of such office as set forth in the Chief of Police Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.
- B. The Chief of Police is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Chief of Police.
- C. The Chief of Police shall not be involved in any outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Chief of Police's employment with the City. However, Employee may engage in teaching for up to five (5) hours per week without prior written approval of the City Manager.

- D. The Chief of Police will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Chief of Police becomes mentally or physically incapable of performing the Chief of Police job duties, the Employer will comply with the law in regard to separating the Police Chief from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Chief of Police on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Chief of Police for his services rendered pursuant hereto a base salary of \$6,327.70 bi-weekly (City of Madera Salary Schedule Range 554, Step E), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution other Safety employees are making towards the CalPERS Employee Contribution. Because Employee already pays the full 9% Employee Contribution per Section 6.C. of the Agreement, Employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 3% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of

the period. All accrued vacation is paid to Employee 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

The maximum vacation Employee is allowed to accumulate is 360 hours.

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 and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. 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.

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 this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on

a full time basis for a minimum of five years. 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 CalPERS service credit.

<u>Years of Service</u>	<u>Sick Leave Cash-Out</u>
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee’s family member, including:

- 3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
- 3.1.2. Spouse or Registered Domestic Partner
- 3.1.3. 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.)
- 3.1.4. Grandparent
- 3.1.5. Grandchild.
- 3.1.6. Sibling.

3.2. 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:

- 3.2.1. A temporary restraining order or restraining order.
- 3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- 3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

- 3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 3.2.6. 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 12 days (96 hours) of Sick Leave earned per year. 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.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he 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.

5. Holidays

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.

In addition to the City observed holidays outlined above, Employee 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.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Law Enforcement Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. The Chief of Police will be placed on the appropriate safety plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. City Provided Automobile

The Chief of Police will be provided with a City of Madera fleet vehicle for use while performing official duties.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. City Paid Health Insurance Upon Retirement

Upon retirement, if the Chief of Police has twenty years of service with the City, at least three (3) of which are in the position of Chief of Police, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

- a. City will contribute up to \$600 per month towards the premium for medical coverage for employee (retiree) only with the City's plan through age 64, or until the retiree is eligible for Medicare, whichever occurs first. If the monthly premium for said policy exceeds \$600 per month, retiree will be responsible for promptly paying the balance upon presentation of an invoice from the City's Accounts Payable division. In the event that an invoice is outstanding for more than ninety (90) days, the insurance policy will be cancelled and the retiree will no longer be eligible for this benefit. Employee may purchase dental and vision coverage for self; or medical, dental, and/or vision coverage for a spouse or eligible dependents if desired. Such purchase will be in accordance with Section 6.G. of this Agreement.
- b. At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare, not to exceed a City contribution of \$300 per month toward the policy. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare. If the monthly premium for said policy exceeds \$300 per month, retiree will be responsible for promptly paying the balance upon presentation of an invoice from the City's Accounts Payable division. In the event that an invoice is outstanding for more than ninety (90) days, the insurance policy will be cancelled and retiree will no longer be eligible for this benefit.

G. Retiree Paid Health Insurance

If the Chief of Police does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's 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. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Uniform Allowance

The Chief of Police will receive a uniform allowance equal to that received by sworn employees represented by the Law Enforcement Mid Management Employee Group

I. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Chief of Police, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

- A. The Chief of Police is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: CONFLICT OF INTEREST

- A. The Chief of Police shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. The Chief of Police shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Chief of Police's employment.
- C. The Chief of Police is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 9: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

Section 10: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which employee serves as a member.
- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.
- C. All travel and subsistence expenses will be paid/reimbursed in accordance with the City of Madera Travel and Business Expense Policy.

Section 11: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 12: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Chief of Police: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief of Police; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing March 6, 2019.
- D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Chief of Police has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA



Charlie Dino Lawson

Arnoldo Rodriguez, City Manager

ATTEST:

APPROVED AS TO FORM:

Sonia Alvarez, City Clerk

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks – Police Chief

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be split equally between the employee's new sick leave bank and new vacation bank (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
 - a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

CHIEF BUILDING OFFICIAL AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Steven Woodworth (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Steven Woodworth as Chief Building Official for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Chief Building Official; and

WHEREAS, Steven Woodworth desires to be employed as Chief Building Official for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Chief Building Official on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Chief Building Official of the newly proposed term at the time of its offer to renew. The Chief Building Official must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. The Chief Building Official shall at all times serve at the pleasure of the City Manager. This means that the Chief Building Official is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Chief Building Official at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Chief Building Official to resign at any time, after March 6, 2019, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Chief Building Official to perform the functions and duties of such office as set forth in the Chief Building Official Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.
- B. The Chief Building Official is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Chief Building Official.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.
- D. The Chief Building Official will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

- E. In the event the Chief Building Official becomes mentally or physically incapable of performing the Chief Building Official job duties, the Employer will comply with the law in regard to separating the Chief Building Official from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Chief Building Official on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Chief Building Official for his services rendered pursuant hereto a base salary of \$4,241.32 bi-weekly (City of Madera Salary Schedule Range 464, Step F), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution. Because Employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement, Employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee 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

The maximum vacation Employee is allowed to accumulate is 360 hours.

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 and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. 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.

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 this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. 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 CalPERS service credit.

<u>Years of Service</u>	<u>Sick Leave Cash-Out</u>
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. 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.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. 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:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

- 3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 3.2.6. 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 12 days (96 hours) of Sick Leave earned per year. 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.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he 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.

5. Holidays

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.

In addition to the City observed holidays outlined above, Employee 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.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. The Chief Building Official will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

Effective July 1, 2019, longevity pay will be frozen and Employee will not be credited with any additional longevity pay beyond what has been accrued as of said date. As of the date of adoption of this Agreement, Employee has earned one (1) longevity pay step equal to 2.5% of base pay. Employee is due to earn an additional longevity step effective May 9, 2019, which will be granted. Therefore, Employee will be frozen at two (2) longevity pay steps as of July 1, 2019.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. City Paid Health Insurance Upon Retirement

Upon retirement, if the Chief Building Official has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City will contribute up to \$600 per month towards the premium for medical coverage for employee (retiree) only with the City's plan through age 64, or until the retiree is eligible for Medicare, whichever occurs first. If the monthly premium for said policy exceeds \$600 per month, retiree will be responsible for promptly paying the balance upon presentation of an invoice from the City's Accounts Payable division. In the event that an invoice is outstanding for more than ninety (90) days, the insurance policy will be cancelled and the retiree will no longer be eligible for this benefit. Employee may purchase dental and vision coverage for self; or medical, dental, and/or vision coverage for a spouse or eligible dependents if desired. Such purchase will be in accordance with Section 6.G. of this Agreement.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare, not to exceed a City contribution of \$300 per month toward the policy. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare. If the monthly premium for said policy exceeds \$300 per month, retiree will be responsible for promptly paying the balance upon presentation of an invoice from the City's Accounts Payable division. In the event that an invoice is outstanding for more than ninety (90) days, the insurance policy will be cancelled and retiree will no longer be eligible for this benefit.

G. Retiree Paid Health Insurance

If the Chief Building Official does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's 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. Coverage must be selected upon retirement; no lapse in coverage will be

allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Chief Building Official, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Chief Building Official is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.
- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief Building Official. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

- A. The Chief Building Official shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. The Chief Building Official shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Chief Building Official's employment.
- C. The Chief Building Official is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Chief Building Official: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief Building Official; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing March 6, 2019.
- D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Chief Building Official has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA



Steven Woodworth

Arnoldo Rodriguez, City Manager

ATTEST

APPROVED AS TO LEGAL FORM

Sonia Alvarez, City Clerk

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
 - a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

INFORMATION SERVICES MANAGER
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Mark Souders (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Mark Souders as Information Services Manager for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Information Services Manager; and

WHEREAS, Mark Souders desires to be employed as Information Services Manager for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Employee on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. The Information Services Manager shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after March 6, 2019, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Information Services Manager Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.
- B. The Information Services Manager is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Information Services Manager.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

- D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Employee becomes mentally or physically incapable of performing the Information Services Manager job duties, the Employer will comply with the law in regard to separating the Information Services Manager from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Information Services Manager for his services rendered pursuant hereto, a base salary of \$4,043.50 bi-weekly (City of Madera Salary Schedule Range 474, Step D), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to reduce his salary in an equivalent amount. Employee's salary as set pursuant to the terms of this Agreement shall be reduced by 2.375% for reasons stated above.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive twenty-five (25) days of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 160 additional hours credited. Any annual leave not taken on or before June 30 of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Effective July 1, 2019, Employee will receive credit for the last time to his Annual Leave bank, and will then immediately transition to leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick,

Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee 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

The maximum vacation Employee is allowed to accumulate is 360 hours.

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 and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2020.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. 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.

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 this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. 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 CalPERS service credit.

<u>Years of Service</u>	<u>Sick Leave Cash-Out</u>
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. 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.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. 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:

- 3.2.1. A temporary restraining order or restraining order.
- 3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- 3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 3.2.6. 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 12 days (96 hours) of Sick Leave earned per year. 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.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he 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.

5. Holidays

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.

In addition to the City observed holidays outlined above, Employee 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.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

E. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's 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. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

F. Automobile Allowance

By prior agreement, Employee was provided a \$50 per month automobile allowance for use of his personal vehicle while conducting City business. Employee was not eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle. Effective the first of the month following adoption of this agreement, Employee will no longer receive an automobile allowance and will submit reimbursement requests for mileage for use of his personal vehicle consistent with the City's Travel and Business Expense Policy.

G. Technology Allowance

Employee will receive a monthly technology allowance of \$75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan for a cell phone through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

H. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Information Services Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Information Services Manager is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.
- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Engineer. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial

interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Information Services Manager's employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 W. 4th Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS


- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing March 6, 2019.
- D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Information Services Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA



Mark Souders



Arnoldo Rodriguez, City Manager

ATTEST

APPROVED AS TO LEGAL FORM



Sonia Alvarez, City Clerk



City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's credited Annual Leave balance on July 1, 2019, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the 19/20 fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/20).
 - a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

DIRECTOR OF FINANCIAL SERVICES
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Tim Przybyla (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Tim Przybyla as Director of Financial Services for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Director of Financial Services; and

WHEREAS, Tim Przybyla desires to be employed as Director of Financial Services for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Employee on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. The Director of Financial Services shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after March 6, 2019, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Financial Services Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.
- B. The Director of Financial Services is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Financial Services.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

- D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Employee becomes mentally or physically incapable of performing the Director of Financial Services job duties, the Employer will comply with the law in regard to separating the Director of Financial Services from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Director of Financial Services for his services rendered pursuant hereto a base salary of \$5,749.43 bi-weekly (City of Madera Salary Schedule Range 525, Step F), , payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 7% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

By prior agreement, Employee opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive was in addition to the base salary identified above. Effective the first day of the pay period in which this Agreement is effected, this option will no longer be offered by Employer, and management incentive pay will cease for Employee.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1. For the sole purpose of leave accrual as provided in this Section 6.A., Employee received credit for nine (9) years of prior public service upon his original hire date with the City of Madera.

1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee 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

The maximum vacation Employee is allowed to accumulate is 360 hours.

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 and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. 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.

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 this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. 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 CalPERS service credit.

<u>Years of Service</u>	<u>Sick Leave Cash-Out</u>
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. 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.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. 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:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. 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 12 days (96 hours) of Sick Leave earned per year. 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.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he 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.

5. Holidays

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.

In addition to the City observed holidays outlined above, Employee 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.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%. Effective July 1, 2019, longevity pay will be frozen and Employee will not be credited with any additional longevity pay beyond what has been accrued as of said date. As of the date of adoption of this Agreement, Employee has earned one (1) longevity pay step equal to 2.5% of base pay and is not due to earn any additional longevity before July 1, 2019. Therefore, Employee will be frozen at one (1) longevity pay step.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's 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. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

G. Automobile Allowance

By prior agreement, Employee was provided a \$50 per month automobile allowance for use of his personal vehicle while conducting City business. Employee was not eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle. Effective the first paycheck of March, 2019, Employee will no longer receive an automobile allowance and will submit reimbursement requests for mileage for use of his personal vehicle consistent with the City's Travel and Business Expense Policy.

H. Technology Allowance

Employee will receive a monthly technology allowance of \$75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

I. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Director of Financial Services, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Director of Financial Services is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Financial Services. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Financial Services' employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing March 6, 2019.
- D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Director of Financial Services has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA



Tim Przybyla

Arnoldo Rodriguez, City Manager

ATTEST

APPROVED AS TO LEGAL FORM

Sonia Alvarez, City Clerk

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
 - a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

DIRECTOR OF HUMAN RESOURCES AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Wendy Silva (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Wendy Silva as Director of Human Resources for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Director of Human Resources; and

WHEREAS, Wendy Silva desires to be employed as Director of Human Resources for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

- A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Employee on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.
- B. The Director of Human Resources shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after March 6, 2019, from her position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

- A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Human Resources Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.
- B. The Director of Human Resources is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Human Resources.
- C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

- D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.
- E. In the event the Employee becomes mentally or physically incapable of performing the Director of Human Resources job duties, the Employer will comply with the law in regard to separating the Director of Human Resources from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Director of Human Resources for her services rendered pursuant hereto a base salary of \$5,415.49 bi-weekly (City of Madera Salary Schedule Range 513, Step F), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in her compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee 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

The maximum vacation Employee is allowed to accumulate is 360 hours.

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 and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. 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.

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 this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. 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 CalPERS service credit.

<u>Years of Service</u>	<u>Sick Leave Cash-Out</u>
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee’s family member, including:

- 3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
- 3.1.2. Spouse or Registered Domestic Partner
- 3.1.3. 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.)
- 3.1.4. Grandparent
- 3.1.5. Grandchild.
- 3.1.6. Sibling.

3.2. 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:

- 3.2.1. A temporary restraining order or restraining order.
- 3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

- 3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 3.2.6. 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 12 days (96 hours) of Sick Leave earned per year. 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.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he 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.

5. Holidays

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.

In addition to the City observed holidays outlined above, Employee 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.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan.

The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

Effective July 1, 2019, longevity pay will be frozen and Employee will not be credited with any additional longevity pay beyond what has been accrued as of said date. As of the date of adoption of this Agreement, Employee has earned two (2) longevity pay steps equal to 2.5% of base pay each and is not due to earn any additional longevity before July 1, 2019. Therefore, Employee will be frozen at two (2) longevity pay steps.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

- a. City will contribute up to \$600 per month towards the premium for medical coverage for employee (retiree) only with the City's plan through age 64, or until the retiree is eligible for Medicare, whichever occurs first. If the monthly premium for said policy exceeds \$600 per month, retiree will be responsible for promptly paying the balance upon presentation of an invoice from the City's Accounts Payable division. In the event that an invoice is outstanding for more than ninety (90) days, the insurance policy will be cancelled and the retiree will no longer be eligible for this benefit. Employee may purchase dental and vision coverage for self; or medical, dental, and/or vision coverage for a spouse or eligible dependents if desired. Such purchase will be in accordance with Section 6.G. of this Agreement.
- b. At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare, not to exceed a City contribution of \$300 per month toward the policy. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare. If the monthly premium for said policy exceeds \$300 per month, retiree will be responsible for promptly paying the balance upon presentation of an invoice from the City's Accounts Payable division. In the event that an invoice is outstanding for more than ninety (90) days, the insurance policy will be cancelled and retiree will no longer be eligible for this benefit.

G. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in

the City health plan offerings (medical, dental, and vision) at the retiree's 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 her or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Director of Human Resources, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

I. Technology Allowance

Employee will receive a monthly technology allowance of \$75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan for a cell phone through the City's wireless carrier and will be expected to utilize her personal cell phone for City business. Employee's personal cell phone number must be available to the public.

Section 7: TERMINATION

The Director of Human Resources is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to

such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

- B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Human Resources. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

- A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.
- B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Human Resources' employment.
- C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

- A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.
- C. This Agreement shall become effective commencing March 6, 2019.
- D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Director of Human Resources has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

CITY OF MADERA



Wendy Silva

Arnoldo Rodriguez, City Manager

ATTEST

APPROVED AS TO LEGAL FORM

Sonia Alvarez, City Clerk

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
 - a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.