

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE CITY OF CHOWCHILLA AND  
THE CHOWCHILLA CITY EMPLOYEES ASSOCIATION**

**FOR THE PERIOD:**

**JULY 1, 2018 THROUGH JUNE 30, 2021**

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## **INTRODUCTION**

This Memorandum of Understanding ("MOU") contains the entire understanding between the City of Chowchilla (hereafter referred to as "City") and the Chowchilla City Employees Association (hereafter referred to as "Association" or "CCEA"). If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

## **ARTICLE I – PREAMBLE**

### **A. GENERAL**

This MOU represents the mutual agreement of the City and the Association on terms and conditions of employment covering the period of July 1, 2018 through June 30, 2021.

### **B. PURPOSE**

The purpose of this MOU is to promote harmonious relations between the City and its represented employees, including all members of the Association, and to establish an equitable and peaceful procedure for the resolution of differences; the establishment of wages, hours of work, and other terms and conditions of employment.

### **C. PARTIES**

The parties hereto agree as follows:

1. The City of Chowchilla, herein referred to as "City," is a general law city, duly organized and existing under the laws of the State of California.
2. The Chowchilla City Employees Association, herein referred to as Association," is a recognized employee organization which represents each employee assigned to those job classifications identified in Attachment A, which attachment is incorporated herein by reference.

### **D. GOVERNING LAWS**

This MOU is subject to the laws of the State of California, but in particular, this MOU is subject to the provisions of Chapter 10, Division 4 of Title I of the California Government Code (Section 3500 et seq., commonly known as the "Myers-Milias-Brown Act"). The parties hereto acknowledge their relationship is also subject to certain provisions of the Municipal Code of the City of Chowchilla, including but not necessarily limited to, the provisions of Chapter 2.42 of Title II (commonly known as the "Personnel Ordinance"). The parties hereto acknowledge their relationship is also subject to the policies of the City Council of the City of Chowchilla, including but not limited to, the City of Chowchilla Personnel Rules and Regulations, as currently enacted (commonly known as the "Personnel Rules"), adopted under the provisions of Ordinance No. 374-91.

## **ARTICLE II – RECOGNITION**

#### A. CHOWCHILLA CITY EMPLOYEES ASSOCIATION - RECOGNITION

The City acknowledges the Chowchilla City Employees Association as the sole and exclusive bargaining representative for the purposes of establishing wages, hours, and working conditions of employment for each employee assigned to those job classifications identified in Attachment A.

#### B. CCEA/REPRESENTATIVES

The City recognizes that the CCEA, under the authority of the California Government Code, may exercise the right to affiliate with a labor organization. The City shall meet with designated members of the CCEA and/or its labor representatives in all manners related to grievances and the interpretation of this MOU. A reasonable number of previously designated CCEA representatives shall have the right to represent their employees, without loss of compensation, in dealings with the City (all meetings between the association and City officials) that involve matters within the scope of representation, when such meetings occur during the regular working hours of each such individual CCEA representative.

### **ARTICLE III - EMPLOYEE RIGHTS**

#### A. DISCRIMINATION

The City shall not interfere with nor discriminate in any way against any employee for exercising their right to become a member of the CCEA or for exercising their right to participate in any CCEA lawful activities.

#### B. MAINTENANCE OF MEMBERSHIP

Any employee in this unit who has authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Union dues during the period of December 1 through December 31st of each year of the MOU by notifying the Association in writing of his/her termination of Union dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled. The Association will provide the City's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

#### C. DUES DEDUCTION

The City shall deduct from twenty-four (24) paychecks of unit employees the regular [periodic] Union membership dues as certified by an authorized official of the Union, and transmit such deductions monthly to the Union. Such deduction shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made. It is agreed that the City assumes no liability on account of any actions taken pursuant to this section.

#### D. NEW EMPLOYEE ORIENTATION

The City will provide the Association with two weeks advance notice (when possible) of any new employees hire who is covered under this agreement. An Association representative will have up to 30 minutes as part of the new employee orientation. The Association's orientation will take place within two weeks of the employees hire at a time and location mutually agreed to with the employee's supervisor. The Association will be given a new employee's name, work unit, job classification, home address, personal cell phone, rate of pay and start date prior to the employee's start date.

### ARTICLE IV - MANAGEMENT RIGHTS

#### A. GENERAL

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City, including but not limited to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and classify employees within the City.
3. Discipline employees for proper cause.
4. Take actions as may be necessary to carry out the mission of the agency in emergencies.
5. Determine the methods, means, and personnel by which operations are to be carried on.
6. Determine its budget, organization, merits, necessity and level of any activity of service provided to the public.
7. The right to implement whatsoever personnel record keeping it desires to fulfill its needs and to fulfill minimum record keeping requirements pursuant to relevant state and/or federal laws, including but not limited to, the Fair Labor Standards Act.

### ARTICLE V- COMPENSATION

#### A. PERFORMANCE EVALUATION

The job performance of each employee will be formally evaluated by the employee's immediate supervisor or department head in accord with the following schedule:

1. Probationary employee: Probationary employees who successfully complete the probationary period will be provided with a written evaluation by the end of the probationary period.

2. Regular employee:

- a. Performance evaluations shall be completed one week prior to the employee's anniversary date, but no later than sixty (60) days after the anniversary. If the evaluation process takes longer than sixty (60) days, the grievance process will be followed. The performance evaluation will begin with the employee completing the evaluation form provided by their supervisor. The supervisor will have thirty (30) days from receipt of the evaluation form from the employee to complete the evaluation process. At thirty (30) days, if the evaluation is not fully completed, the department head is to forward a memo to the City Administrator and the supervisor advising of the incomplete status and confirming a date within thirty (30) days in which the evaluation will be completed. The evaluation process includes the preparation of the evaluation, the approval by Administrative Services, review of the employee, and the actual processing of the Personnel Action Form ("PAF") and authorization and record of any all- personnel changes). In the event an employee fails to complete the self- evaluation form within the required time limit, the employee's supervisor will proceed with the evaluation process as herein outlined.
- b. During the pendency of this MOU the results of the performance evaluation process described herein will be used to evaluate the employee's satisfactory compliance with job classification criteria and eligibility for continued employment, but will not be the basis for " merit system" compensation increases. The existing and projected economic limitations on the City's resources preclude continuation of the merit system compensation program.
- c. Any employees newly hired during the pendency of this MOU and represented by the Association shall receive the salary designated as Step A in the attached current salary schedule (Attachment C), unless the Personnel Officer deems their qualifications warrant a higher initial placement.
- d. Step Increases: The steps shall be designated as follows: "A Step", "A+ Step", "B Step", "B+ Step", "C Step", "C+ Step", "D Step", "D+ Step", "E Step", "E+ Step", and "F Step". There shall be no half step established that exceeds the top step as it exists prior to this change ("F Step" in this bargaining unit.) Effective July 1st, 2020 employees will be eligible on their anniversary date for a 5% step increase. If an employee is at a "half-step" on their anniversary date after July 1st, 2020, they will receive the full 5% step increase. No employee will be given more than a 5% step increase. The "half-step" wage scale will remain until no employee occupies a "half-step". No employee can exceed the top step at any time. The wage schedule will reflect a 5% differential between the full steps for all job classifications.

An employee must have a satisfactory performance evaluation in order to eligible for a step increase.

## B. COST-OF-LIVING ADJUSTMENT/SALARY ADJUSTMENT

The City shall provide increases to the base salary of all employees in the bargaining unit during the term of this MOU on the following schedule and in the following amounts:

July 1, 2018	2% increase to base salaries
July 1, 2019	2% increase to base salaries
July 1, 2021	1% increase to base salaries

## C. LONGEVITY PAY

Non-exempt regular full-time or part-time employees shall receive longevity pay of 2.5% of their base wage after the first five years of employment, and 2.5% for each five years thereafter.

## D. CERTIFICATE AND EDUCATION PAY

In order to encourage eligible employees to become better equipped to perform their duties and to provide employees with an opportunity for advancement with the City, employees shall be compensated as they complete various segments of higher education or certification as described below.

### *Education, Special Licenses, Certificates:*

With prior approval of the City Administrator, employees shall receive an increase of 3.0% of their base salary for each job-related certification or special license held that relates to their primary job function, provided it is not already required as a minimum requirement for their job.

1. Possession of an Associate Degree or Bachelor's Degree in a subject matter field that is directly related to the employees' job classification.
2. Possession of a Master's Degree in a subject matter field that is directly related to the employees' job classification.
3. Possession of a Doctorate Degree in a subject matter field that is directly related to the employees' job classification.
4. Possession of a certificate in a subject matter field that is directly related to their employment classification.
5. Possession of a special license directly related to the functions of their employment classification.

Incentives for education, special licenses or certificates indicated above may be combined, but shall not, in any event, exceed a maximum of 9% of the base salary.

To receive pay under this provision, the employee must first present, to their Department Head, a description of the degree, license or certificate held, or course to be taken for approval. The Department Head shall recommend approval to the City Administrator if the conditions required in



this Article are satisfied.

After completion of the approved course(s), the employee must present a copy of the certification or license that indicates the employee has successfully completed the course (s). Employees receiving certification or license incentive pay must maintain the certification or license in order to continue receiving the incentive pay.

#### *Accreditation*

All education credentials must be obtained from a school which is fully accredited through a validated regional accrediting agency, as designated by the U.S. Department of Education or the Council for Higher Education Accreditation (CHEA), special licenses or certificates must be issued by an acceptable issuer or provider as approved by the City Administrator.

#### E. BILINGUAL PAY/CERTIFICATION PAY

1. In accordance with administrative policies and procedures, those employees in the Unit who are required to speak or write in Spanish, as part of the regular duties of his/her position, shall be compensated at the following rates in addition to their designated rate of pay:
  - (i) Employees who pass the required testing procedure or qualified certification adopted by the City for qualifying for bilingual pay for Spanish Translation Skills shall receive 2.5% certification pay. The test consists of two parts - one written section and verbal section. An employee may qualify for this Bilingual Pay incentive by achieving a passing score on either the written or verbal portion of the test.
  - (ii) The City Administrator, through authorization of the City Council, shall designate which languages shall be eligible for bilingual pay based on community needs, currently only Spanish is authorized. The number of qualifying individuals in this bargaining unit shall not exceed eight (8). There may be more than one language and interpreters necessary to satisfy the needs of the community. The City Administrator shall have the discretion to obtain further Council authorization to add to the list of languages approved for translator services, and to increase the total number of designated translators and number of employees designated to receive bilingual assignments.
  - (iii) Employees are required to re-certify and demonstrate proficiency every five (5) years.

#### F. OVERTIME COMPENSATION

(See Rule V, Section 4, Page 19, Personnel Rules)

It shall be the duty of all department heads to operate their departments with a minimum of overtime. However, in cases of emergency or when otherwise necessary, an employee of the City may be required to work overtime. Overtime work is that work performed by an employee during periods of time other than normally scheduled for his or her specific employment. Pursuant to the provisions

of Personnel Rule V, Section 4, as incorporated herein by reference, work in excess of 40 hours per week, except as otherwise specified in this MOU, shall be considered overtime. All employees entitled to overtime shall be entitled to receive either regular hourly or hourly equivalent pay or equivalent time off, at a rate of one and one-half times pay or one and one-half times off for each hour of overtime worked. Overtime shall be distributed as equally as is practical within a given classification from among those employees who are qualified and available.

All overtime work, to be eligible for overtime pay or equivalent time off, must have the approval of the City Administrator through the department head. No employee shall accumulate more than 40 hours equivalent time off. All equivalent time off must be used or paid in a lump sum within 30 days of the maximum of its accrual, unless requested by the employee and authorized by the City Administrator.

This section shall be interpreted to reflect that under the 9/80 work schedule, overtime shall be paid at the appropriate overtime rate for any hours worked in excess of the employee's normally scheduled work hours. Vacation leave, sick leave, paid time off and holiday time off during the work week will not count as time worked when determining the amount of overtime compensation to be paid.

#### G. APPLICABLE PAY FOR WORKING IN A HIGHER CLASSIFICATION

On occasion an employee may be required to work in a higher classification. In the event an employee is so assigned and is performing work that is exclusive to the higher classification, where more than 50% of their time worked is taken up by those higher functions for a period of at least thirty (30) days, the affected employee shall become eligible to receive out-of-class pay. An employee shall be paid an additional 5% above their base salary for out-of-class pay, beginning on the 31st day that they are performing out-of-class work for more than 50% of their working hours. Such out-of-class pay shall continue thereafter until the out-of-class assignment ends or is reduced to below 50% of the employee's working hours. Assignments will be made by the department head or City Administrator to qualified employees. Out-of-class assignments shall not exceed six months or 960 hours whichever comes first subject to all CalPERS rules and requirements. An employee working longer than six months out-of-class shall be reclassified into that job class.

#### H. STANDBY PAY – CALL BACK PAY

1. Standby procedures: Those employees desiring to be on call-back for urgent or emergency situations occurring after hours shall submit their names for inclusion on a call-back list. The names will initially be placed on the list by lot. Said list will rotate each time the first employee on the list works overtime and said employee will then move to the bottom of the list. Calls for call-back or overtime will first be offered to the employee whose name appears at the top of the list. Any employee who, after reaching the top of the list, is unavailable or declines four times shall be removed from the list for a period of six (6) months. The person on the standby schedule will be required to carry a City cell phone or pager and respond after hours when needed, and when responding shall be properly dressed for work (meaning with proper safety equipment and, as a minimum, a City shirt to identify them as a City employee). The employee responding to a call-back request must be ready to perform needed duties within thirty (30) minutes of being called. "Readiness" for call-back requires that the employee has not partaken of alcoholic beverages or any other substance that would

or could impair their judgment.

2. Standby Compensation: Employees who are on standby shall receive 9 hours of base pay for each full week that they are on standby, pursuant to the schedule in subsection 3, below.
3. Standby Schedule: The standby period shall be from Monday 8:00 a.m. through the following Monday at 8:00 a.m. In the event that a holiday falls during a standby week, the employee on standby shall receive an additional eight (8) hours of pay for each holiday. For 9/80 employees, holiday pay will be 9 hours for each holiday in which the employee is subject to standby as described herein.
4. The parties hereby agree that an employee covered by this agreement that is on standby and is called out to perform work for the City shall receive a minimum of two (2) hours pay. If the call-out incident takes longer than two (2) hours, the longer time period shall be used in calculating compensation for the employee. Management reserves the right to have employees perform other tasks as assigned during the period of time for which they are being paid for the call-out but are no longer required for the initial standby request. Plant checks, as described below, when performed by the member who is on standby shall not qualify for the call-out pay described in this section.
5. Regardless of this provision, the City may direct any employee to respond to an emergency.

#### I. PLANT CHECKS

Employees required to conduct hazard and/or safety checks of water wells, waste treatment facilities or other facilities during weekends or other times outside of the normal work week schedule shall be compensated at one and one-half of their normal hourly pay for one (1) hour in the morning and one hour in the afternoon or as otherwise directed by their supervisor.

#### J. SHOE/BOOT ALLOWANCE

Employees of the Association may be required to wear a particular shoe or boot to adequately perform his/her duties, as approved by their Department Head. In the event employees are required to wear such footwear, employees will be allotted an allowance of \$300.00 per year, paid in two installments in January and in July of each year. Ordinarily, shoes/boots must minimally comply with applicable OSHA standards, however even OSHA compliant footwear must be approved by the Department Head. In the event boots or shoes are required by a department they are deemed to be a part of the required City uniform. Employees not wearing required footwear may be required to leave work without pay until they return with appropriate footwear and may be subject to disciplinary action for repeated non-compliance.

### **ARTICLE VI - ATTENDANCE AND LEAVES**

#### A. HOURS OF WORK

The City desires to implement a work schedule based on the 9/80 work day format. This means generally that employees will work four (4) 9-hour days in one week and one (1) 8-hour day on Friday of that same week. The following week will be comprised of four (4) 9-hour days with Friday off. Exceptions to this work schedule may be granted by the employee's supervisor, when in the supervisor's opinion, the exception is warranted to allow the employee to provide adequate care for dependents or work conditions require that another schedule should be followed. An employee may appeal to the City Administrator any denial of a request to work an alternate schedule.

Nothing in this section provides for or implies any additional compensation or benefit for work on another-than-normal work week, work day, or work schedule, except as expressly provided in this MOU. The provisions of Personnel Rule XII, Section 1, shall each be applicable here and are incorporated by reference.

#### B. REST PERIODS

(See Rule XII, Section 2, Page 30, Personnel Rules)

Rest periods will normally be provided to employees at the rate of 15 minutes for each 4 hours worked. Further, except under unusual circumstances, rest periods will not be taken during the first or last hour of the work day. Since rest periods are paid time, nothing in this section provides for or implies any additional compensation or benefit when a rest period is not received. The location at which such rest period shall be taken may be determined by the appropriate department head or department head designee.

#### C. ANNUAL VACATION LEAVE

(See Rule XII, Section 3, Page 30, Personnel Rules)

1. Vacations will be scheduled not less than 60 days in advance with the prime consideration being whether the necessary functions of the department can be adequately maintained in the absence of the requesting employee. Whenever two (2) or more employees choose the same vacation period, the matter will be settled on the basis of seniority. Vacations of more than five (5) working days will not be split unless previously agreed to in writing by the employee. Emergency vacation leave of less than five (5) working days may be granted if the employee gives reasonable prior notice.
2. No such requests for vacation leave will be denied unless the City can adequately establish that the necessary functions of the department would be seriously jeopardized by the postponement of any function caused by the absence of the subject employee.
3. Accumulation of vacation time shall be computed annually, and on or before July 1 each year, the Personnel Officer shall notify all employees the amount of accrued vacation leave to which he or she is entitled as of the date of the notice. Any employee who has accumulated vacation time in excess of the amount allowed for two (2) years' continuous service shall forfeit such excess accumulated vacation leave unless the affected employee has made arrangements acceptable to his or her supervisor or to the appropriate department head for use of such excess accumulated vacation leave in accordance with this rule or unless otherwise specifically approved by the

Personnel Officer. Vacation leave shall be earned in accordance with the following schedule and shall be credited in arrears.

Eligible employees shall earn vacation credits at the following rate:

<b>YEARS</b>	<b>DAYS</b>	<b>HOURS</b>	<b>MAX ACCRUAL</b>
1-3	12	96 hrs.	192 hrs.
4-8	15	120 hrs.	240 hrs.
9-15	18	144 hrs.	288 hrs.
16-20	21	168 hrs.	336 hrs.
20	25	200 hrs.	400 hrs.
21	26	208 hrs.	416 hrs.
22	27	216 hrs.	432 hrs.
23	28	224 hrs.	448 hrs.
24	29	232 hrs.	464 hrs.
25+	30	240 hrs.	480 hrs.

**VACATION ACCRUAL SCHEDULE PER PAY PERIOD  
YEARS OF SERVICE**

1-3 years 3.70 per pay period  
 4-8 years 4.62 per pay period  
 9-15 years 5.54 per pay period  
 16-20 years 6.46 per pay period  
 20 and up is based on length of service

Time used for vacation pay is included in determining the length of an employee's continuous service with the City and his or her entitlement, if any, to any employee benefit dependent upon the employee's length of continuous service.

4. Employees may take vacation leave in the amount of days accumulated at the time of such leave. Provided that for good cause shown and upon prior approval of the Personnel Officer, an employee may advance vacation in an amount not to exceed five (5) additional days. Further, on prior approval of the Personnel Officer, an employee may elect to receive a lump sum cash payment in lieu of vacation leave. The Personnel Officer may, in his or her sole unfettered discretion, deny any request for a lump sum cash payment in lieu of vacation leave. Any request for a lump sum cash payment in lieu of vacation leave shall be submitted in writing, to the employee's direct supervisor or department head for review and submission to the City Administrator who shall notify the department head or appropriate supervisor of his or her determination. In determining whether to grant or deny a request for a lump sum cash payment in lieu of vacation leave, the City Administrator may consider, among other things, the frequency of such requests, the maximum amount of vacation leave accrued by the employee, the amount of accrued vacation leave that will be retained by the employee in the event the request for a lump sum cash payment in lieu of vacation leave is granted, the amount of vacation leave actually taken by the employee prior to the time the request is made and any other factors considered relevant by the City Administrator. If the employee's request for a lump sum cash

payment in lieu of vacation leave is approved by the City Administrator, payment is to be made to the employee within four weeks. Such payment will be made from regular payroll and will be taxed in accordance with Internal Revenue Service guidelines regarding supplemental wage payments. For purposes of computing annual vacation leave, a working day shall be considered as one-fifth of the number of working or duty hours in the established work week. For purposes of computing annual vacation leave, a working day shall include all days used as vacation leave.

5. Employees shall be allowed to cash out up to 20 hours of vacation time in December of each year so long as the employee has at least 80 hours of accrued vacation credit.
6. In the event one or more municipal holidays falls within an annual vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended accordingly, if taken.
7. Schedules for an employee's vacation shall be prepared by each Department Head on an annual basis. Insofar as is practical, employees will be scheduled for periods of leave based on their requested preference and in order of length of tenure with the City. Any deviation from the schedule once prepared must be approved by the Department Head. Scheduled calendar dates for vacations may be transferred between employees within the same job classification with Department Head approval, however vacation time shall not be transferred between employees in any manner that would increase or decrease the amount of vacation days allocated to each employee.
8. Employees who terminate employment, whether voluntarily or involuntarily, shall be paid for all accrued vacation leave earned up to the date of termination. Issuance of payment for the accrued vacation leave will be at the time of final separation and in accord with California law. During the period following the employee's receipt of notice of intent to discharge, and through the date of final separation, the employee may not take additional vacation leave without prior approval of the Personnel Officer.

#### D. SICK LEAVE

(See Rule XII, Section 4, Page 32, Personnel Rules)

1. Sick leave with pay shall be granted to all probationary and regular employees within the competitive service. Sick leave shall not be considered as a right which an employee may use at his or her discretion, but shall be allowed only in case of personal necessity or actual personal sickness or disability. Personal necessity sick leave of up to 45 work hours per year may be requested. Personal necessity sick leave is defined as sick leave for non-personal sickness but in the care of sickness of a family member.
2. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor or the Personnel Officer prior to, or within four (4) hours after the time set for beginning his or her daily duties, or as may be specified by the department head. In those situations which have rendered the employee

incapable of reporting absence as specified above, the employee shall report at the earliest possible time. When absence is for more than three (3) working days, the employee shall be required to file a physician's certificate of personal affidavit with the department head stating the cause of his or her absence, without revealing confidential medical information.

3. For purposes of computing sick leave, a work day shall be considered one-fifth of the number of working days or duty hours in the established work week for each employee. The amount of sick leave utilized by the employee shall be based on the actual number of hours off work, even if less than a full work day.
4. Sick leave shall be earned at the rate of 3.7 hours per pay period and is also earned while on sick leave. No payment shall be made for accumulated sick leave at the time of termination of employment.
5. An employee receiving temporary disability payment under the Workers' Compensation laws may use accumulated sick leave in order to continue to maintain his or her regular income. However, all employees receiving other salaries in lieu of temporary disability payments pursuant to Section 4850 of the Labor Code are entitled to accumulate sick leave during such periods of disability.
6. When accumulated sick leave is exhausted, the employee's pay shall terminate until the employee returns to work. However, an employee with vacation credits may, upon written request to the Personnel Officer, use all or any part of his or her vacation credits as sick leave with pay only when his or her sick leave is exhausted. The Personnel Officer may grant a leave of absence without pay for the duration of the illness.
7. Time used for sick leave is included in determining the length of an employee's continuous service with the City and his or her entitlement, if any, to any employee benefit dependent upon the employee's length of continuous service.
8. Association members may convert unused sick leave to service credit for purposes of calculating retirement benefits in the time and manner prescribed under the California Public Employees Retirement Laws (2013 edition) and as consistent with the City's contract with the Public Employees Retirement System.
9. Time used for sick leave is included in determining the length of an employee's continuous service with the City and the employee's entitlement, if any, to any employment benefit which is dependent upon the employee's length of service.

#### E. BEREAVEMENT LEAVE

(See Rule XII, Section 5, Page 33, Personnel Rules)

Bereavement leave with pay shall be granted to all regular and probationary employees upon the death of a family member. Family members are defined to include husband, wife, domestic partner, father, mother, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, stepfather, stepmother, aunt, uncle, children, stepchildren, grandmother, grandfather, grandchildren, or any

relative living in the same permanent residence as the employee. Such leave of absence is not to exceed three (3) days, or five (5) days if out-of-state travel is required. However, an employee may use up to three (3) days of accrued sick leave in accordance with this section in addition to or in lieu of bereavement leave. The time used for bereavement leave is included in determining the length of an employee's continuous service with the City and his or her entitlement, if any, to an employee benefit dependent upon the employee's length of continuous service.

#### F. MILITARY LEAVE

(See Rule XII, Section 6, Page 34, Personnel Rules)

Military leave shall be granted in accordance with the provisions of federal and California state law. Employees entitled to military leave shall give the department head an opportunity within the limits of military regulations to determine when such leave shall be taken. Employees who serve in U. S. military organizations or National Guard groups may take the necessary time off with pay to fulfill this obligation. Reinstatements of individuals returning from military leave shall be done in accordance with the applicable Military and Veterans Codes of the United States and the State of California.

Employees are eligible for reemployment after completing military service, provided the employee provides copies of the military orders to the department head upon receipt; military service is entered directly from employment with the City and active duty service is satisfactorily completed; and reemployment is applied for and takes place within ninety (90) days after discharge from active duty. An employee returning from up to six (6) months active duty for training must apply within thirty (30) days after discharge.

#### G. LEAVE OF ABSENCE WITHOUT PAY

(See Rule XII, Section 8, Page 34, Personnel Rules)

The Personnel Officer may grant an employee leave of absence without pay or seniority for not to exceed three (3) months. Leaves in excess of three (3) months must be approved by the City Council. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee to report promptly at the expiration of his or her leave, or within a reasonable time after notice to return to duty, shall be cause for discharge.

Time used for leave of absence without pay shall not be included in determining the length of an employee's continuous service with the City and his or her entitlement, if any, to any, employee benefit dependent upon the employee's length of continuous service. Department Heads may grant an employee leave of absence without pay for not to exceed one (1) calendar week. Such leaves shall be reported to the Personnel Officer.

#### H. PREGNANCY DISABILITY LEAVE

(See Rule XII, Section 10, Page 37, Personnel Rules)

The purpose of this section is to implement the provisions of the California Pregnancy Disability Act. An employee is entitled to pregnancy disability leave immediately after she is hired. An



employee is entitled to up to four (4) months unpaid leave for the period the employee is actually disabled by pregnancy. Pregnancy disability is defined as a certified medical condition caused by pregnancy, childbirth or other medical condition related to pregnancy. An employee's need for Pregnancy Disability Leave does not simply arise because an employee is pregnant, but rather, when her pregnancy or a related condition imposes a physical disability. The City may require an employee be granted leave under this provision to exhaust accrued sick leave. The employee may request to use accrued vacation leave and/or compensatory time off in order to receive compensation during the unpaid portion of her Pregnancy Disability Leave. The employee should give the employer at least thirty (30) days advance notice where it is foreseeable the employee will need to take Pregnancy Disability Leave. If such notice is not possible, such as during an emergency or unforeseen complication, the employee is required to give notice as soon as practicable. Employees returning to work after Pregnancy Disability Leave may be required to have a written release from a physician verifying that they are able to return to work. Pregnancy Disability Leave may be used intermittently. Employees who have exhausted or are no longer qualified to receive Pregnancy Disability Leave, may request an additional twelve (12) work weeks of leave in accordance with Family Medical Leave.

#### I. WITNESS AND JURY DUTY

(See Rule XII, Section 12, Page 38, Personnel Rules)

Every regular employee of the City who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to the supervisor, is permitted to be absent from his or her duties with the City during the period of such service or while necessarily being present in court as a result of such call.

Regular employees required to perform jury services during their normal scheduled work hours shall receive their base pay for those hours of absence from work. Employees are required to deposit with the City any pay, other than mileage, received from jury service on City time. Such employees are required to deliver a "jury duty time card" form verifying the hours of jury duty service.

Employees should note that per Section 215 (b) of the California Code of Civil Procedure, any employee of a federal, state, local government entity, or by any other public entity as defined by Section 481.200 and who received regular compensation and benefits while performing jury duty shall not receive compensation from California courts.

#### J. HOLIDAYS

(See Rule XII, Section 14, Page 38, Personnel Rules)

The holidays to be observed in this City are as follows:

HOLIDAY	DATE
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11

Thanksgiving Day and the Friday following Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
Personal Holidays (2)	As elected, per MOU

In addition, every day proclaimed by the President of the United States, Governor of California, or Mayor of this City as a public holiday, when approved by the City Council, shall be a "holiday" observed by the City. Each employee in the competitive service shall be entitled to receive two personal holidays, with pay, each fiscal year to be scheduled according to the employee's preference, subject to the approval of his or her supervisor or the appropriate department head. Personal holidays not used in any fiscal year are forfeited and may not be accrued.

In the event the City is required, by law, to recognize Cesar Chavez Day as a paid holiday, the number of Personal Holidays allowed shall revert to one (1). Personal Holidays will be scheduled according to the employee's preference, subject to the approval of his or her supervisor or the appropriate department head. Personal holidays not used in any fiscal year are forfeited and may not be accrued.

Every employee in the competitive service except members of the Police Department who are required to be on duty, shall not be required to be on duty on holidays unless the employee's services are needed and required in the interests of the public health, safety, or general welfare, in which latter event any such employee shall be entitled to equivalent time off at such time, as in the discretion of the department head, his or her services are not needed and required.

When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. If a holiday falls on an employee's regularly scheduled time off, equivalent time off shall be granted.

A holiday is calculated as a minimum 8-hour day.

Under the 9/80 work schedule, paid holiday hours, including personal holidays, will be provided in the amount that coincides with the number of hours the employee would otherwise be scheduled to work on the day that the holiday occurs, up to a 9-hour day.

City employees in departments operating on a continuous 24-hour schedule shall be entitled to equivalent compensation in lieu of holidays in the same number of hours as is commensurate with the holiday time hereby granted to other employees, or as may be established by agreement.

## **ARTICLE VII - MISCELLANEOUS**

### **A. HEALTH INSURANCE BENEFITS**

Any employee who by written notice to the City declines the health care benefits provided by the City and provides written proof of the election to receive health care benefits from an alternate source (spouse's employer, military, etc.), shall receive a monthly "in lieu" payment of \$225.00. The "in-lieu" amounts available to employees cannot exceed the lowest cost premium amount for medical, dental, and vision respectively. The Insurance Committee referred to in this section shall meet to

determine if any adjustments are required to comply with this requirement.

The City and the Association agree to utilize an Insurance Committee for review of benefit plans and formulation of recommendations regarding response to changes in those programs. Insurance Committee shall include one member designated by the Association to represent the interests of its members. The Committee process will fulfill all meet-and-confer obligations herein.

#### B. ATTENDANCE

(See Rule XII, Section 13, Page 38, Personnel Rules)

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported to the Personnel Officer in the form and on the dates he or she shall specify.

Failure on the part of an employee who is absent without leave to return to duty within 24 hours after notice to return shall be cause for immediate discharge, and such employee automatically waives all rights under the Personnel Rules. The depositing in the United States mail of a First-Class letter, postage paid, addressed to the employee's last known address shall be reasonable notice.

#### C. OUTSIDE EMPLOYMENT

(See Rule XII, Section 15, Pages 39-40, Personnel Rules)

Employees may engage in outside employment, in addition to their City employment, only under the following conditions:

1. There shall be no conflict of interest or incompatibility with the employee's City employment;
2. The time involved in outside employment shall not adversely affect the employee's attitude or efficiency in his or her City employment;
3. No telephone calls or personal contact concerning the outside employment shall be made during the hours of City employment;
4. Each employee shall report all outside employment to his or her department head and shall secure the written approval of such department head and the Personnel Officer prior to the commencement of outside employment. If so employed upon first being considered by the City for employment, the employee shall declare such employment if the employee intends to continue such outside employment.

#### D. LAYOFF PROCEDURE

(See Rules XVII, Section 2, Pages 45-46, Personnel Rules)

Whenever, in the judgment of the Personnel Officer and/or the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right to appeal. In effecting any layoff or demotion under this section, the procedures set forth here shall be followed:

1. Notification: Employees to be laid off shall be given, whenever possible, at least 14 calendar days prior to notice.
2. Vacancy & Demotion: Except as otherwise provided, whenever there is a reduction in the work force, the appointing authority shall first demote to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off, in accordance with Section 2(e) of this Rule, qualified. All persons so demoted shall have their names placed on the reemployment list.
3. Employee Rights: An employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class in the same series or in a lower classification in which the affected employee once had regular status. For the purpose of this section and Section 2(d) of this Rule, seniority includes all periods of full-time service at or above the classification level where layoff is to occur.
4. Seniority: In order to retreat to a former or lower class, an employee must have more seniority than at least one of the incumbents in their retreat class and request displacement action in writing within five (5) working days of receipt of notice of layoff.

Employees retreating to a lower or similar class shall be placed at the salary rate representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee retreated. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.

5. Employment Status: In each class of position, employees shall be laid off according to employment status in the following order: temporary, provisional, probationary, and regular.

Temporary, provisional, and probationary employees shall be laid off according to the needs of the service as determined by the appointing authority. In cases where there are two (2) or more regular employees in the class from which the layoff is to be made, such employee shall be laid off on the basis of the last evaluation rating in the class, provided such rating has been on file at least thirty (30) days and no more than thirteen (13) months prior to layoff.

If two (2) or more regular employees, in the class from which the layoff is to be made, with the same last evaluation rating in the class shall be laid off in inverse order of seniority of City service.

6. Reemployment List: The names of persons laid off or demoted in accordance with these Rules shall be entered upon a reemployment list. Lists from same class of position shall be combined into a single list. Such list shall be used by every appointing authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list

7. Duration of Reemployment: Names of persons laid off shall be carried on a reemployment list for one (1) year, except that persons appointed to positions of the same level as that which was laid off, shall, upon such appointment, be removed from the list. Persons who refuse reemployment shall be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for a least one (1) year.

#### E. UNIFORMS

The City will maintain its current practice of providing compensation for uniforms for qualifying positions. This practice consists of providing a stipend for uniform maintenance during the first month of each quarter. When paid, this stipend shall be considered a part of compensation for purposes of calculating the retirement benefits for CalPERS only where permitted by law or CalPERS Regulations.

#### F. WAIVER

Waiver by any party hereto, including any member of the Association, of any term, condition, or covenant of this MOU shall not constitute the waiver of any other term, condition, or covenant hereof.

#### G. ATTORNEYS' FEES

If litigation is undertaken to enforce or interpret the provisions of this Agreement, including but not limited to, any motion, writ proceeding, or other proceeding, whether before a court or administrative body, the prevailing party in such litigation shall, at the discretion of the court or adjudicating body, be entitled to an award of reasonable attorneys' fees, in addition to any other relief awarded.

#### H. GOVERNING LAW

This MOU shall be interpreted and construed according to the laws of the State of California. Both parties recognize the Public Employees Relations Board ("PERB") as the governing authority in the event of litigation between the parties regarding interpretation of this MOU.

Should litigation be pursued by either party beyond the PERB authority, venue in state trial court shall lie exclusively in the County of Madera. In the event of litigation in a U. S. District Court, exclusive venue shall lie in the Eastern District of California in Fresno, California.

#### I. RETIREMENT BENEFITS

During the term of this MOU, all employees shall be responsible to pay, through payroll deduction, the employee portion of contributions to PERS Retirement.

**ARTICLE VIII - GRIEVANCE PROCEDURE (to be negotiated and added as Attachment D)**

**ARTICLE IX - ENTIRE AGREEMENT**

Except as is expressly set forth herein, this MOU contains the entire understanding between the City and the Association. Any prior agreements, promises, negotiations, or representations not expressly set forth herein are of no force or effect.

During the life of this MOU should either party desire to modify its terms or to meet and confer as to matters within the scope of representation, such party shall request in writing to meet and confer on the item at issue. This shall not create a right to renegotiate this Agreement.

IN WITNESSETH HEREOF, the parties execute this Agreement on the     day of     , 2018.  
For the Association:   For the City of Chowchilla:

\_\_\_\_\_  
CCEA Vice-President

\_\_\_\_\_  
Joann McClendon, CMC, City Clerk

\_\_\_\_\_  
CCEA President

\_\_\_\_\_  
Brian Haddix, City Administrator

\_\_\_\_\_  
Dennis Haworth, Mayor

**ATTACHMENT "A"**  
**Chowchilla City Employees Association Included Classifications**

**ATTACHMENT B**  
**AGENCY SHOP AGREEMENT**



**ATTACHMENT C**

**CITY OF CHOWCHILLA PUBLISHED SALARY TABLES**

**ATTACHMENT D  
GRIEVANCE PROCEDURE**