

# MEMORANDUM OF UNDERSTANDING

between

CITY OF PORTERVILLE

and

PORTERVILLE CITY  
EMPLOYEES' ASSOCIATION



July 1, 2022 – June 30, 2025

06-01-2023

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF PORTERVILLE  
AND  
PORTERVILLE CITY EMPLOYEES' ASSOCIATION

Pursuant to the provisions of Section 3500, et. seq., of the Government Code, representatives of the City of Porterville have met and conferred with representatives of the Porterville City Employees' Association (PCEA) and have reached concurrences on the following items:

**TERM OF MEMORANDUM OF UNDERSTANDING**

Twelve month, from July 1, 2022 through June 30, 2025.

**PURPOSE**

It is the purpose of this Memorandum of Understanding to promote and provide for continuity of operation and employment through harmonious relations, cooperation and understanding between the City of Porterville and the Porterville City Employees' Association covered by the provisions of this Memorandum. To provide an established, orderly and fair means of resolving any misunderstandings or differences, which may arise from the provisions of the Memorandum, and to set forth the understanding reaches between the parties as a result of good faith meeting and conferring on the matters set forth herein.

**DESIGNATION**

The City of Porterville, hereinafter called the "City", hereby recognizes the Porterville City Employees' Association, hereinafter called the "Association" or "PCEA" as the representative for employees in the classification:

Account Clerk I-II	Library Assistant
Building Inspector I-II	Library Assistant Trainee
Clerical Assistant I-III	Mechanic I-II
Clerical Assistant Trainee	Mechanic Assistant

Electrician/ Instrument Technician  
Engineering Specialist I-III  
Field Services Worker I-III  
Field Services Worker Trainee  
GIS Technician  
Industrial Waste Inspector I  
Lab Attendant  
Lab Technician I-III  
Leisure Services Coordinator

Meter Reader  
Parks Maintenance Worker I-III  
Permit Technician  
Planning Technician  
Public Works Inspector I-II  
Storekeeper  
WWTF Operator I-III  
WWTF Operator Trainee  
Water Utility Worker I-III  
Zalud House Curator

Requests for modification to the above employee group for the purpose of representation may be submitted to the City Manager for determination. New classes shall be assigned to an employee group as appropriated by the City Manager. If a dispute arises regarding the employee groups for representation, an appeal may be filed to the City Council. Upon receipt of said appeal, the City Council shall set a time and place for a public hearing to consider the appeal. Its findings shall be final and conclusive. (Resolution 75-2000)

The City Council pursuant to Section 3503 of the Act, acknowledges that nothing in this Resolution shall prohibit any employee from representing himself/herself in his/her employment with the City. (Resolution 75-2000)

### **DISCRIMINATION**

The parties mutually recognize and agree fully to protect the rights of all employees covered by this Memorandum of Understanding, and that all employees so covered shall have the right to join and participate in the activities of the Association and to exercise all rights expressly set forth in Section 3500, et seq. of the Government Code of the State of California. No employee shall be intimidated, restrained, coerced, or discriminated against because of the exercise of these rights. (Resolution 75-2000)

The provisions of this Memorandum of Understanding shall apply equally to all employees covered without favor or discrimination because of: (1) race, color, sex, age, creed or religion, and (2) in accordance with all applicable State and Federal laws. (Resolution 75-2000)

### **CITY RIGHTS**

Unless otherwise expressed in the provisions of a Memorandum of Understanding between the City and an Employee Organization, the City has and retains the sole and exclusive rights and functions of management, including, but not by this enumeration intended to be limited to the following:

- A. To determine the merits, necessity, nature or extent of services to be performed, as well as the rights to determine and implement it public function and responsibility, and the

mission of its constituent departments, commissions and boards; and to determine budgets and appropriations of funds and to set municipal fees and charges.

- B. To decide upon and manage all facilities and operations carried on by or in behalf of the City, including locations, methods, means and personnel by which the City's functions are to be conducted.
- C. To establish, modify, and change working hours, scheduled and shifts, job content, methods, techniques, processed and standards as allot and assign work.
- D. To control and determine the use and location of City's plants, facilities, property, material, machinery and equipment.
- E. To determine the size and composition of the working force, and to direct the working forces, including the right to hire, promote, demote, discharge, discipline or transfer any employee.
- F. To determine the layout, the machinery, the equipment and the materials to be used, and to introduce new, improved, adjusted or different methods of operations, or to change existing methods.
- G. To determine the policy and procedure affecting the selection or training of new employees.
- H. To establish, implement and use employee performance standards, including, but not limited to quality and quantity appraisal standards, the frequency and criteria of employee performance appraisals, and the application and results of said appraisals.
- I. To determine measures to promote safety and to protect health and property.
- J. To transfer work from one job to another or from one plant or unit to another.
- K. To relieve employees from duty for lack of work, lack of funds, or for other reasons deemed by management to be in the public interest.
- L. To promote, grant pay increases and otherwise reward employees, and to reprimand, suspend, discharge or otherwise discipline employees. The judgment of management shall govern except for a manifest of abuse of discretion.
- M. To establish, modify and/or amend job classifications.
- N. To contract for the performance of City services, construction, maintenance, distribution or any other work with outside public or private entities.

- O. To take such other and further action as may be desirable or necessary to organize and operate the City in the most efficient and economical manner for the best interest of the public it serves.

(Entire City Rights Section - Resolution 75-2000)

### **WORK SCHEDULE**

All offices of the City, except those for which special regulations are required, shall be kept open for business continuously from 8:00 a.m. until 5:00 p.m. on all days of the year except Saturday, Sunday and holidays. (Resolution 9081)

Employees requiring a different schedule shall work according to regulations prepared by the respective Department Heads and approved by the City Manager. (Resolution 9081)

The City agrees to allow some modifications to departmental hours of operation, so long as the current level of service is delivered to customers. This may include 9-80 schedules or 4-10 schedules where feasible by departments with extended hours available to the public, i.e., from 7:30am to 5:30pm Monday through Friday. (Resolution 67-2005)

If at any time it becomes apparent that demonstrable impacts of the plan are not in the best interest of the City, of the safety and welfare of the residents thereof, or the health, safety and welfare of the employees assigned thereto, the City and Association agree to meet and confer at the earliest time possible in an effort to reach concurrences for an equitable and reasonable resolution of any work schedule impacts demonstrably adverse to said interests of the City, the residents thereof, or the employees involved. Said adverse impacts may include, but are not limited to, problems associated with: declining productivity; staffing shortages; overtime costs; budget reductions; sick leave usage; accidents and injuries attributed to fatigue; significant increases in errors and/or accuracy; or, applicable changes to State or Federal regulations affecting any operational premises upon which the alternative work schedule is based. (Resolution 67-2005)

### **COMPENSATION PLAN**

#### **Basic Salary Schedule**

The salary schedule, which details the pay steps in each range, shall be administered as follows:

1. The salary range shall include a monthly salary with five (5) steps of rates of pay. The five steps within a salary range shall be administered in the following way:

Step "A" The first step of each range is the beginning salary level and is the standard hiring rate for a class or position. All departments shall adhere to hiring personnel at this range. The City Manager and Department Heads with the approval of the City Manager may hire at any step in the salary range for the position being recruited. In all cases it must be

demonstrated that it was necessary and/or desirable for the benefit of the City to appoint a qualified candidate at a higher step.

Step "B" Employees shall be advanced to Step "B" after six (6) months of satisfactory service in Step "A" and after advancement is recommended by the Department Head and approved by the City Manager.

Step "C" Employees may be advanced to Step "C" of the salary range allocated to their class of position after a minimum time of one (1) year of satisfactory work has been spent in Step "B" and after recommendation has been made by the Department Head and approved by the City Manager. Step "C" is to be considered the standard satisfactory performance of duties. This pay is assigned to those personnel who are performing at a desirable level, and what would be considered the normal rate of pay for their particular type of work.

Step "D" Merit This step is reserved for employees who are considered to be fully qualified in their class or position and who maintain a consistent, satisfactory standard of work performance. An employee may be advanced to Step "D" after a minimum of one year's service in Step "C" upon the recommendation of the Department Head and approval of the City Manager.

Step "E" Merit This step is to be considered a further and final step for employees who maintain a thoroughly satisfactory standard of work performance. An employee may be advanced to Step "E" after a minimum of one year's service in Step "D" upon the recommendation of the Department Head and approved by the City Manager. An employee advanced to Step "E" of the pay range will retain such status as long as job performance remains at the level required to attain this step.

Rates higher than Step "E" Whenever the salary of an employee exceeds the maximum of Step "E" of the salary range established for a classification, then such salary shall be designated as a "Y" rate. During such time as an employee's salary remains above the maximum rate of pay for his class, he shall not receive further salary increases.

Advancement in step With approval of the City Manager a Department Head can advance employees in steps at any interval of time provided the Department Head can demonstrate the performance and abilities of the employee warrant the step increase.

2. Less Than Full Time.

All rates shown in the "Basic Salary Schedule" for monthly employees are in full payment for services rendered for the full number of hours regularly worked in each classification. Employees working less than full time shall be compensated at a monthly rate equivalent to the portion of the month worked, or at an hour rate equivalent as shown in the "Basic Salary Schedule."

3. Step Increases.  
No increase shall be considered automatic or subject to increase by reason of time in service. All increases shall be based upon increased service value of the employee, performance record, and must be recommended by the Department Head and approved by the City Manager. Withholding recommendation for advancement to merit steps "D" and "E" shall not be considered disciplinary action.
4. New Employees.  
New employee advancement will be automatically reviewed after six (6) months of service. For all other employees, advancement will be automatically reviewed after each twelve (12) months of service from their anniversary date. Advancement for employees receiving promotions shall be as follows: If a promotion is to the "A" Step of the new classification, the employee's anniversary date shall be six (6) months after the promotion, and he/she shall be eligible for advancement review at that time. If a promotion is to any other step than the "A" Step, the employee's normal anniversary date shall be twelve (12) months after the promotion, and the employee shall be eligible for advancement at that time.
5. New Employee Performance Review.  
The performances of all new employees shall be reviewed three times during their probationary period and thereafter, each year on their anniversary date. The performance of all regular employees shall be reviewed annually on the employee's anniversary date.  
(Entire Basic Salary Schedule – Resolution 8743)

**Salary Ranges/History of Increases**

Association wage increases occurred as follows:  
 Effective July 1, 2024: 2% (Resolution 80-2022)  
 Effective July 1, 2023: 2% (Resolution 80-2022)  
 August 16, 2022: 5% Mechanic Assistant, Mechanic I, Mechanic II (Resolution 80-2022)  
 Effective July 1, 2022: 5% (Resolution 80-2022)  
 Effective October 1, 2021: 1% (Resolution 13-2021)  
 Effective July 1, 2021: 1% (Resolution 13-2021)  
 Effective July 1, 2020: 1% (Resolution 57-2019)  
 Effective July 16, 2019: 1% (Resolution 57-2019)  
 Effective July 1, 2016: 1% (Resolution 95-2015)  
 Effective September 1, 2015: 1% (Resolution 95-2015)  
 Effective January 1, 2015: 1% (Resolution 70-2014)  
 Effective October 16, 2014: 1% (Resolution 70-2014)  
 Effective January 1, 2014: 1% (Resolution 113-2012, City re-opened negotiations)  
 Effective January 1, 2009: 2% (Resolution 122-2007)  
 Effective September 1, 2008: 1% -10% depending on classification (Resolution 122-2007)  
 Effective July 1, 2008: 2% (Resolution 122-2007)  
 Effective April 1, 2008: 2% -23% depending on classification (Resolution 122-2007)  
 Effective September 1, 2007: 4% (Resolution 122-2007)  
 Effective July 1, 2005: 1% (Resolution 67-2005)  
 Effective January 1, 2005: 1% (Resolution 67-2005)

Effective July 1, 2004: 1% (Resolution 67-2005)  
Effective July 1, 2004: 3% (Resolution 102-2002)  
Effective November 1, 2003: 3% (Resolution 157-2003)  
Effective November 1, 2003: 4.44% Engineering Specialist II only (Resolution 157-2003)  
Effective July 1, 2003: 2% (Resolution 102-2002)  
Effective July 1, 2003: 8% Electrician/Instrument Tech only (Resolution 102-2002)  
Effective July 1, 2002: 3% (Resolution 102-2002)  
Effective July 1, 2002: 10% Electrician/Instrument Tech only (Resolution 102-2002)  
Effective July 1, 2001: 4% (Resolution 73-2000)  
Effective July 1, 2000: 4%-6% depending on classification (Resolution 73-2000)  
Effective July 1, 1999: 3% (Resolution 85-97)  
Effective July 1, 1998: 3% (Resolution 85-97)  
Effective July 1, 1997: 4% (Resolution 85-97)  
Effective January 1, 1997: 2% to 3% depending on classification (Resolution 165-96)  
Effective July 1, 1996: 2% to 3% depending on classification (Resolution 165-96)  
Effective July 1, 1994: 4% (Resolution 60-94)  
Effective July 1, 1993: 4.2% (Resolution 93-93)  
Effective July 1, 1991: 3.9% (Resolution 83-91)  
Effective July 1, 1990: 5% (Resolution 71-90)  
Effective July 1, 1990: 10% Wastewater Treatment Plant Operator I only (Resolution 71-90)  
Effective July 1, 1989: 5.6% (Resolution 90-89)  
Effective July 1, 1988: 5% to 14% depending on classification (Resolution 88-88)  
Effective June 20, 1987: 5% (Resolution 63-87)  
Effective July 1, 1986: 4% (Updated in 1986-1987 Pay and Benefit Plan)  
Effective June 7, 1983: 3% (Resolution 9815)  
Effective June 7, 1983: 6% Engineering employees only (Resolution 9815)  
Effective June 29, 1982: 6% (Approved at June 29, 1982 Council Meeting)  
Effective June 29, 1982: 13% Field Services Coordinator only (Approved at June 29, 1982 mtg)  
Effective June 16, 1981: 10% (Resolution 9607)  
Effective June 16, 1981: 15% Mechanic I and II only (Resolution 9607)  
Effective June 30, 1980: 10% (Resolution 9448)  
Effective February 23, 1978: 8% (Resolution 8953)  
Effective February 23, 1978: 10% Refuse Collectors only (Resolution 8953)

\*Effective December 1, 2020, employees will receive a one-time payment equivalent to one percent (1%) of the employee's annual base salary.

\*Effective December 1, 2019, employees will receive a one-time payment equivalent to one percent (1%) of the employee's annual base salary.

\*Effective December 1, 2017, employees will receive a one-time payment equivalent to one percent (1%) of the employee's annual base salary. Should any recognized bargaining unit, with the exception of PCFA, reach a signed agreement that results in an on-schedule salary increase, or a higher percentage one-time off-schedule payment, then employees shall receive an equivalent adjustment. (Resolution 47-2017)

\*Effective December 1, 2016, employees received a one time off schedule payment equivalent to one percent (1%) of the employee's base salary. (Resolution 95-2015)

\*Effective December 1, 2015, employees received a one time off schedule payment equivalent to two percent (2%) of the employee's base salary. (Resolution 95-2015)

\*Effective January 1, 2015, employees received a one time off schedule payment of \$425.00, which is equal to one percent of the total payroll within the bargaining group averaged over all employees. (Resolution 70-2014)

### **Acting Pay**

When a position is temporarily vacant due to a prolonged illness, injury, leave of absence, or vacancy, an employee appointed to the position on a temporary basis shall receive acting pay at the salary range assigned to the position. (Resolution 9448)

### **Bilingual Differential**

The City acknowledges the benefit of bilingual compensation, and will implement a tiered plan for all employees, structured as follows:

Employees who successfully demonstrate the ability to provide bilingual services to the public in the languages designated below shall be compensated as follows:

Occasional translation compensation - \$20.00 per month

- American Sign Language
- Hmong
- Spanish
- Tagalog

Frequent translation compensation -\$40.00 per month

- American Sign Language
- Spanish

Bilingual/Bi-literate certified compensation -\$80.00 per month

- Spanish

Upon passing the testing procedure administered by Human Resources, Department Heads will assign occasional or frequent translation compensation to the employee. Employees may receive Bilingual/Bi-literate certified compensation upon successfully passing an exam that tests their oral communication skills, reading and writing ability. (Resolution 110-2010)

**Certification**

Effective 01-01-11, employees assigned to the position of Water Utility Worker I/II/III shall obtain the necessary special requirements pursuant to the Job Description by December 31, 2011, or result in being reassigned to the next lower position in the Water Utility Worker classification. (Resolution 117-2010)

Effective 01-01-11, employees assigned to the position of Wastewater Operator II/III, shall obtain the necessary special requirements pursuant to the Job Description by December 31, 2011, or result in being reassigned to the next lower position in the Wastewater Treatment Operator classification. (Resolution 117-2010)

**Certificate Pay**

Effective July 16, 2019, PCEA employees that possess and maintain the following certifications shall receive the certificate pay identified below, calculated as a percentage of the employee’s base salary. This item is intended to compensate employees for the extra training, education and work associated with said certificate/designation and is only compensable if a determination is made by the applicable department head in concurrence with HR that the certificate is beneficial to the City in its operations.

- 2% Notary Pay  
Compensation to PCEA employees who obtain and maintain a notary public certificate from the State of California.
  
- 2% Passport Acceptance Facility Agent Pay  
Compensation to PCEA employees who obtain and maintain a notary public certificate through the U.S. State Department.
  
- 2% Land Surveyor in Training Pay  
Compensation to PCEA employees who obtain and maintain the LSIT (Land Surveyor in Training) Certificate.

**Compensatory Time**

The City shall record any and all compensatory time for employees in accordance with all applicable State and Federal laws and regulations. (Resolution 47-2017)

**Educational Incentive Pay**

Effective July 16, 2019, PCEA employees that possess or earn the following degree shall be eligible to receive education pay identified below, calculated as a percentage of the employee’s base salary. This item is intended to compensate employees for degrees which enhance the employees’ ability to

perform their jobs and is only compensable if a determination is made by the applicable department head in concurrence with HR that the degree is beneficial to the City in its operations. (Resolution 57-2019)

2.5% Associate's Degree; or 5% Bachelor's Degree

### **Overtime**

Overtime worked by personnel with the Designation as "2" Confidential Employees, "3" General Series, and Sworn Police Employees with the designation "4" (according to the City's position pay plan) shall be compensated at 1<sup>1/2</sup> times their regular rate of pay for such time worked, and/or on paid leave, in the excess of the forty (40) hour work week, except Sworn Fire Employees with the designation "4". (Resolution 9081)

Employees eligible for holidays, other than a Saturday or Sunday, working in the Wastewater Treatment Facility, shall be allowed the option of either being compensated at the rate of one and one-half their regular rate of pay for hours worked on a recognized City holiday, or credited with one day of vacation time. (Resolution 157-2003)

### **Stand-By and Call Back**

All stand-by assignments must be authorized by the Department Head involved. Field Services Employees of the Finance, Public Works and Community Development Departments who are directed to remain on call after normal working hours on a normal day off, shall be compensated at the rate of \$10.00 per shift of such stand-by service. (Resolution 157-2003)

If actually called back to work, the employee shall be paid for a minimum of two (2) hours at the rate of one and one-half (1<sup>1/2</sup>) times the employee's hourly rate of pay on the first call back. For any additional call backs, the employee shall be compensated a minimum of one (1) hour at the rate of one and one-half (1<sup>1/2</sup>) times the employee's hourly rate of pay. (Resolution 9081)

### **Uniform and Safety Equipment Allowance**

In accordance with the Use of Employee Uniforms policy, specific employees are provided with uniforms from a business that the City has contracted with. Employee classifications include: Field Services employees, Laboratory employees, Meter Readers, Parks employees and Wastewater employees. (Administrative Policy IV-B-4, updated on June 1, 2012)

Employees who are required to wear safety shoes/boots in accordance with the California Occupational Safety and Health Act shall be reimbursed by the City the amount of not to exceed \$200.00 per Fiscal Year. A receipt for the purchases of said safety shoes/boots shall be required and presented to the City prior to reimbursement. For detailed information please review Administrative Policy V-B-11, Personal Protective Equipment Policy. (Resolution 47-2017)

Effective October 8, 2014, the Employee Pay and Benefit Plan and Personal Protective Equipment Administrative Policy shall be amended to state that PCEA employees shall receive a boot allowance as determined/approved by their Department Head. (Resolution 70-2014)

Knit-type shirts are allowed to be worn as part of the authorized City uniform during the summer months, which will be determined by Department Head for employees with a manual public, working nature, who are required to wear a uniform. (June 1989 MOU & Resolution 90-89)

Employees who are not required to wear a uniform, may purchase their own polo shirts and have the City pay to have the logo embroidered, or the employee may purchase an embroidered polo shirt from a contracted company. Both options shall not exceed \$40.00 per fiscal year. (Resolution 110-2010)

When upon referral by the City's Physician, and on the basis of a competent hearing examination, an employee is found to have a mechanically correctable hearing problem, and holds a position which in the opinion of the employee's Department Head and the Personnel Officer requires adequate hearing ability to perform, and whose personal safety and the safety of the general public would otherwise be in jeopardy if the hearing impairment were not corrected, the City shall consider such hearing aids/devices as required safety equipment, and will participate in the payment of normal and customary costs related to the procurement and maintenance of such equipment to the extent:

- a. Participation is limited to aids/devices determined to be the first level of adequacy necessary to restore hearing. (Resolution 85-97)
- b. Participation shall not exceed \$1,250 per aid/device; \$2,500, if such aids/devices are required for both ears. (Resolution 85-97)
- c. Participation shall not be more frequent than once every five (5) years. (Resolution 85-97)

### **Working Out of Classification**

Whenever General Series or Confidential Employees temporarily work above their assigned classification for a period of more than (10) consecutive working days, they shall be paid at the rate of the classification he/she is required to work in or 5% higher than his/her usual pay, whichever is greater. Any increase greater than 5% requires the written approval of the City Manager. (Resolution 9081)

Whenever a General Series Employee is assigned to permanently work at a higher classification, they shall receive the same compensation of the higher classification, at a minimum of 5% above their current pay scale. (Resolution 117-2010)

Employees assigned to these higher classifications will have one year from the date of appointment to achieve the necessary licenses and qualifications for said position. If an employee fails to achieve

the required license(s) and qualifications, the employee will be returned to his/her previous position held. (Resolution 117-2010)

If by no fault of the employee, the qualifications are not met within the given time frame, the City Manager may extend the time period to obtain the qualification by six months, not to exceed eighteen (18) months. (Resolution 117-2010)

## **EMPLOYEE BENEFITS**

### **Aflac**

The City of Porterville has contracted with AFLAC to provide employee funded supplemental insurance designed to help maintain some income in the event that an employee experiences a long-term illness or non-work related injury. (Approved on September 21, 2004 via minute order 05-092104)

### **Deferred Compensation**

Concurrent with the implementation of the two-tiered PERS retirement program, the City shall implement a supplemental retirement benefit program through ICMA and Strategic Retirement Advisors, for employees hired on or after July 1, 2012. The City shall match, from the first dollar contributed by an employee, all employee contributions to said supplemental retirement benefit program, on a tax year basis, provided that the City's contribution on behalf of the employee to PERS plus the City's contribution to the supplemental retirement benefit system shall not exceed twenty-five percent (25%) of employee's gross salary, as calculated under PERS rules, in any tax year. (Resolution 54-2012)

Employee's right to vest, as to City's contributions to the supplemental retirement benefit system, shall not accrue until and unless the employee has completed five (5) years of service with the City. (Resolution 54-2012)

In exchange for this City matching contribution, employees hired on or after July 1, 2012, shall be required to have any amount of City contributions to PERS in excess of twenty-five percent (25%) in any tax year, be deducted from their salary and used by City as an offset against said excess contribution to PERS. (Resolution 54-2012)

Effective June 1, 2012, the City will contract with Strategic Retirement Advisors, LLC to provide all employees with an additional investment advisor vendor. (Resolution 54-2012 and 113-2012)

**Education Reimbursement**

Employees may receive a flat rate of \$4,000 annually (six credit units per semester, two semesters per year). This item shall become effective the quarter immediately following agreement being reached on this item with all non-safety bargaining units. For detailed information please review City of Porterville Administrative Policy IV-B-2, Employee Training. (Resolution 47-2017)

**Employee Service Awards**

In an effort to retain and reward existing employees for their loyal continuous service, and to effectively attract and recruit new employees to the City of Porterville, all regular full-time employees and part-time employees who work 1560 hours or more annually, shall be eligible to receive Employee Service Awards for continuous years of service to the City of Porterville, as follows:

<u>Years of Continuous Service</u>	<u>Award Amount</u>
5	\$5,000
10	\$5,000
15	\$5,000
20	\$5,000
25	\$5,000
30	\$5,000
35	\$5,000
40	\$5,000

Payments shall be made to employee during the quarter during which the employee’s anniversary date falls, in five year increments as identified above. Employee must work the full five year increment to be eligible for said pay.

Only continuous service with the City of Porterville is eligible for award. Should an employee leave the service of the City of Porterville and then subsequently return, the employee’s years of service shall reset to zero.

Service as a probationary employee is eligible. Part-time employees who work twelve (12) months per year, for a minimum of 1560 hours annually in consecutive years for continuous years of service are eligible. Service as a Provisional employee is not eligible.

Employees with at least five (5) continuous years and up to thirty (30) continuous years of service with the City of Porterville as of the date that this Memorandum of Understanding is fully executed and officially accepted, will be acknowledged and eligible to receive their Employee Service Award effective the pay-period after the MOU is fully executed and officially accepted, or as soon thereafter as possible. (Resolution 80-2022)

## **Health Benefits**

*This section does not entail all health benefits. For details regarding the City's health insurance plan, please review the latest version of the Health Plan Document available at the Human Resources office or on the City of Porterville's Intranet.*

Effective 01-01-15, employees shall contribute two percent of their base salary towards their own medical coverage on the City's health plan. (Resolution 70-2014)

Employees who retire on or after 01-01-05 will pay 70% of the monthly contribution rate for medical coverage for themselves and for their eligible spouse; and the City will contribute 30% of said costs, for so long as timely and continuous monthly premium payments are made by or on behalf of the eligible retiree and/or their eligible spouse. Medical Plan benefits coverage for retirees and eligible spouses will be effective until they reach the age of 65. The monthly costs shall be 102% of the established insurance premium contribution rate, and such rates are subject to change. (Resolution 67-2005)

Rates will be reviewed annually by the City beginning in April of each year, and adjusted on the first day of July each year, or as soon thereafter as possible, according to the actuarially established contribution rates, and consistent with the percentage rates outlined above. (Resolution 67-2005)

Effective 11-01-10, the Employee Benefit Trust Fund, Eligible Medical Expenses shall be amended to include preventative care at a cost of an additional \$5.00 per month paid by each employee with two or more dependent coverage. (Resolution 110-2005)

Federal lawmakers have proposed plans to increase the Medicare eligibility age from 65 to 67. In anticipation on such an amendment to Medicare, the City agrees to amend the City's Health Plan Document to extend available coverage to employees from age 65 until Medicare-eligible; however, employees shall bear the cost of such extended coverage. Because the cost and rate structure of said amendment have yet to be determined, the City agrees to re-open negotiations on this item to determine same. (Resolution 113-2012)

The City shall implement changes to the healthcare benefit as set forth in Attachment 1 and Exhibits of Resolution 70-2014. Said changes may be subject to minor modification, to the benefit of the employees, as and when all City bargaining units approve them. Further, said changes to the employees' healthcare benefit shall not become effective until such time as all bargaining units approve the same. (Resolution 70-2014)

Effective upon reaching agreements with all bargaining units, the City's health plan shall be amended to remove the age limitation on orthodontics coverage. All other aspects of said orthodontics coverage shall remain the same. (Resolution 47-2017)

Current monthly rates for active employees consist of:

Medical Employee Only	2% of base salary
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Plus Spouse	+\$170.00
Plus Child/children	+\$160.00
Plus Spouse and Child/children	+\$250.00

Dental	
Employee Only	\$0
Plus Spouse	+\$21.00
Plus Child/children	+\$27.00
Plus Spouse and Child/children	+\$30.00

Vision	
Employee Only	\$0
Plus Spouse	+\$11.00
Plus Child/children	+\$9.00
Plus Spouse and Child/children	+\$20.00 (Resolution 70-2014)

### **Holidays**

Municipal offices shall be closed on the following days which have been designated as legal holidays for most employees in the City service:

New Year's Day	(January 1 <sup>st</sup> )
Martin Luther King	(Third Monday in January)
President's Birthday	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4 <sup>th</sup> )
Labor Day	(First Monday in September)
Veteran's Day	(November 11 <sup>th</sup> )
Thanksgiving Day	(4 <sup>th</sup> Thursday of November)
The day after Thanksgiving	(Friday following Thanksgiving Day)
Christmas Eve	(December 24 <sup>th</sup> after 1:00 p.m.)
Christmas Day	(December 25 <sup>th</sup> )

Three additional days are granted to each full-time "General Series" employee; each full-time "Confidential" employee; and each Non-Safety "Management" employee. These floating holidays are included in the vacation accrual rate at 2 hours per month. (Floating holidays: Resolution 7516, Resolution 9815, & Resolution 73-2000)

If a holiday falls on a Sunday, then Monday is to be taken. When a holiday falls on a Saturday, employees will be granted the preceding Friday off or be granted an extra day of vacation for such holiday, at the discretion of the City. (There may be variations to when these holidays are observed by the State and Federal government.) (Resolution 7516, restated in August 2010 MOU)

If an employee, other than a shift employee of the Police or Fire Department, is required to work on all or a portion of any of the listed holidays, he/she shall be granted additional vacation equal

to the time worked, but not to exceed eight (8) hours. (Implemented in 1966, restated in August 2010 MOU)

If a holiday falls on a regular day off of an employee eligible for holidays, other than a Saturday and Sunday, the employee shall be credited with one day vacation time. (Resolution 9081, restated in August 2010 MOU)

General Series employees working in the Wastewater Treatment Facility, eligible for holidays, other than a Saturday or Sunday, shall have the option of either being compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for hours worked on a recognized City holiday, or credited one day of vacation time. (Resolution 157-2003)

When Christmas Eve day falls during the normal work week (Monday through Friday), Municipal offices shall close at 1:00 p.m. and PCEA employees shall be granted four (4) hours of holiday pay. PCEA employees required to work on Christmas Eve day, regardless of which day of the week it falls, shall be granted additional vacation time equal to the time worked, but not to exceed four (4) hours, as allowable by applicable law. (Resolution 95-2015)

### **Jury Duty and Court Witnesses**

Employees shall be granted time off (leave with pay) for trial jury duty or to appear as a subpoenaed witness in accordance with Administrative Policy IV-C-6 on “Employees as Court Witnesses.” (Revised February 16, 1999)

### **Life Insurance**

The City shall provide \$50,000 Life and A.D. & D. Insurance through the City of Porterville Self-Insured Plan for all employees. (Resolution 110-2010)

### **Military Leave**

The City of Porterville fully complies with Federal and State law regarding military leave. Please contact the Human Resources office for additional information.

### **Occupational Injury and Illness**

Effective December 16, 2012, the Workers Compensation benefit provided by the City to PCEA employees shall be modified to provide no additional benefits other than those required by applicable State law. (Resolution 113-2012)

**Physical Fitness Incentive**

Regular Physical Exercise			
Monthly Incentive Rates:	“Good”	“Excellent”	“Superior”
Monthly Workouts:	10-13 times	14-17 times	18 or more
Incentive Pay:	\$30	\$40	\$50

1. A maximum of one workout per day shall be eligible. Further, eligible workouts must last at least one hour in duration and should include cardio exercise.
2. To be eligible, workouts must be verifiable (i.e. sign in/out sheets at City fitness facilities witnessed/signed by HR staff or employee supervisor; or printout provided from professional third-party gym/fitness membership/classes.)
3. To be eligible, participants must submit their completed workout logs (forms to be provided by HR) to HR by the 10th day of each month for the prior month. Incentive pay shall be disbursed to participants on a quarterly basis. Forms submitted after the 10th day, or not containing the appropriate supervisor/HR sign-off or verified third-party gym/class printout shall not be eligible.
4. Employees who knowingly sign and/or submit inaccurate/fraudulent sign in/out sheets or workout logs may become ineligible from further participation in the program and may face discipline up to and including termination. The Risk Manager maintains the right to determine eligibility of proposed workouts.

\*Said changes may be subject to minor modification, to the benefit of the employees, and shall not become effective until such time as all bargaining units approve. The Risk Manager shall have the authority to approve or deny the eligibility of any and all proposed wellness programs.

(Resolution 70-2014)

**Retirement**

Local Miscellaneous Retirement Formulas:

Employees hired before July 1, 2012	2.7% @ 55 (Reso 180-2005)
Employees hired between July 1, 2012 & December 31, 2012	2% @ 55 (Reso 110-2010)
Employees hired on or after January 1, 2013	2% @ 62 (Pension Reform Act)

Beginning in January of 1982, the City of Porterville contracted with the California Public Employees’ Retirement System (PERS) to provide various retirement benefits for its employees. Under this arrangement, the City and employee contribute to the retirement system. The PERS maintains each employee’s account and provides a statement annually of contributions and interest earned. Benefits provided by this retirement program include Survivor Benefits, normal retirement benefits and disability retirement. (Resolution 49-99)

The City agreed to pay an additional 1% of the employee's share of the monthly retirement contribution, computed as a percentage of salary, i.e., 8% and the difference in the employer's monthly contribution increase. (Resolution 180-2005)

The City agreed to convert the employee's 8% share of the monthly CalPERS contribution to salary for all General Series employees providing said employees participate in paying the employee's pre-taxed monthly retirement contribution of 8% on the same date as the salary conversion. (Resolution 122-2007)

Effective December 16, 2012, PCEA shall pay three percent (3%) towards the PERS Employer Contribution Rate. (Resolution 113-2012)

Effective January 1, 2013, PCEA shall pay an additional one percent (1%) towards the PERS Employer Contribution Rate. (Resolution 113-2012)

Effective September 16, 2015, PCEA employees shall continue to pay four percent (4%) towards the PERS Employer Contribution Rate. (Resolution 95-2015)

The City shall have the right to re-open negotiations if the PERS Employer Contribution rate for Local Miscellaneous group increases more than two percent (2%) for fiscal year 2016/2017. (Resolution 95-2015)

Benefits contracted for tier one and two of the Local Miscellaneous Group include:

FC 1 Year –The final compensation is the average full-time monthly pay rate for the highest 12 consecutive months. If the service is coordinated with Social Security, the final compensation will be reduced by \$133.33. (Gov. Code 20042)

Unused Sick Leave Credit- Any unused sick leave days will be converted to service credit at the rate of .004 years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date. (Gov. Code 20965)

Military Service Credit- A member may elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment. (Gov. Code 21024)

Local System Service Credit - Local system service credit will be used in the computation of benefits payable under the Basic Death Benefit for those local miscellaneous members who were members of a local retirement system at the time the local system discontinued. (Gov. Code 21536)

Retired Death Benefit \$500- Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate. (Gov. Code 21620)

Cola 2%- Beginning the 2<sup>nd</sup> calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis of 2% maximum. The adjustment may not be greater than the change in the Consumer Price Index .(Gov. Code 21329)

Post Retirement Survivor Allowance - Upon the death of a retiree, a monthly allowance of 50% will continue to an eligible survivor. Current allowances payable to a retired member who chose option 2, 2W, 3, 3W or 4, or the beneficiary of such retiree will be increased by 15%. (Gov. Code 21624/26/28)

Post Retirement Survivor Allowance (after remarriage) - The Post-Retirement Survivor Allowance (PRSA) payable to surviving spouses upon the death of a retiree will not cease upon remarriage of the surviving spouse. (Gov. Code 21635)

Pre-Retirement Death Benefit (after remarriage) -Provides the death benefits being paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry. (Gov. Code 21551)

59 Survivor Benefit Level 4- This benefit is for members who are not covered by Social Security. The 4<sup>th</sup> Level of 1959 Survivor Benefit is a monthly allowance of \$950, \$1,900 or \$2,280 depending on the number of eligible survivors. (Gov. Code 21574)

Loc Sys Transfer –The assets in the local retirement system were transferred to CalPERS upon the effective date of the contract; applied against the liability for prior service and contributions required by the employee were credited to their account. (Gov. Code 20481)

Prior Service Credit –This is service rendered by the employee prior to the effective date of the contract with CalPERS. (Gov. Code 20055)

Benefits implemented for tier three of the Local Miscellaneous Group include:

FC 3 Years –The final compensation is the average full-time monthly pay rate for three consecutive years. (Gov. Code 20037)

Post Retirement Survivor Allowance (after remarriage) - The Post-Retirement Survivor Allowance (PRSA) payable to surviving spouses upon the death of a retiree will not cease upon remarriage of the surviving spouse. (Gov. Code 21635)

Pre-Retirement Death Benefit (after remarriage) -Provides the death benefits being paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry. (Gov. Code 21551)

Local System Service Credit - Local system service credit will be used in the computation of benefits payable under the Basic Death Benefit for those local miscellaneous members who were members of a local retirement system at the time the local system discontinued. (Gov. Code 21536)

Post Retirement Survivor Allowance - Upon the death of a retiree, a monthly allowance of 50% will continue to an eligible survivor. Current allowances payable to a retired member who chose option 2, 2W, 3, 3W or 4, or the beneficiary of such retiree will be increased by 15%. (Gov. Code 21624/26/28)

Retired Death Benefit \$500- Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate. (Gov. Code 21620)

59 Survivor Benefit Level 4- This benefit is for members who are not covered by Social Security. The 4<sup>th</sup> Level of 1959 Survivor Benefit is a monthly allowance of \$950, \$1,900 or \$2,280 depending on the number of eligible survivors. (Gov. Code 21574)

Military Service Credit - A member may elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment. (Gov. Code 21024)

Unused Sick Leave Credit- Any unused sick leave days will be converted to service credit at the rate of .004 years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date. (Gov. Code 20965)

Cola 2%- Beginning the 2<sup>nd</sup> calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis of 2% maximum. The adjustment may not be greater than the change in the Consumer Price Index. (Gov. Code 21329)

Loc Sys Transfer –The assets in the local retirement system were transferred to CalPERS upon the effective date of the contract; applied against the liability for prior service and contributions required by the employee were credited to their account. (Gov. Code 20481)

Prior Service Credit –This is service rendered by the employee prior to the effective date of the contract with CalPERS. (Gov. Code 20055)

### **Sick Leave**

Definition/Approved Sick Leave Usage:

1. Sick leave is leave from duty which may be granted by the employer to the employee because of an illness, injury, exposure to a contagious disease, preventative care, illness or injury of a member of the employee's immediate family requiring the employee's attendance. An employee's immediate family shall consist of the employee's:
  - a. Spouse or registered domestic partner;
  - b. Children (biological, adopted, foster, step-child, legal ward or a child whom the employee stands in loco parentis) regardless of age or dependency status;
  - c. Parent (biological, foster, adoptive, step-parent, in-laws, legal guardian or a person who stood in loco parentis when the employee was a minor child);
  - d. Siblings;
  - e. Grandchildren or Grandparents of the employee.
2. To attend a medical, dental, or optical appointment if such appointment cannot be scheduled outside of the employee's normal work day.

3. To obtain 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:
  - a. A temporary restraining order or restraining order;
  - b. Other injunctive relief to help ensure the health, safety or welfare of the employee or their children;
  - c. To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
  - d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault or stalking;
  - e. To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking;
  - f. 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.
4. An employee may be granted sick leave only in case of actual illness as defined above. In the event that an employee or a member of the employee's immediate family recovers from any such illness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.
5. Bereavement Leave: An absence of not more than 40 hours for full-time employees, 56 hours for full-time Fire Shift personnel and 24 hours for part-time employees, necessitated by the death or critical illness of a member of the employee's immediate family. For purposes of this section, a critical illness is defined as illness of such severity that death is imminent or a physician has directed that someone be immediately available to assist the afflicted and/or monitor his/her condition.
6. An absence or absences totaling not more than 48 hours of accrued and available sick leave per calendar year for full-time employees, 67.2 for full-time fire shift personnel and 24 hours for part-time employees, to attend to an illness whether requiring hospitalization or not, of an immediate family member as outlined above. In no event can an employee use more paid sick leave than he/she has accrued or will accrue in that pay-period.
7. In order to receive compensation while absent on sick leave, an employee shall provide reasonable advance notice to their supervisor of their need to use sick leave if the need is foreseeable (i.e. doctor's appointment scheduled in advance). If the need for sick leave is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as possible, preferably within 2 hours after the beginning of the employee's work day. In the event that an employee is incapacitated because of illness or injury to the point the employee is unable to contact his/her supervisor, the employee's designated representative (i.e. family member) shall notify the supervisor at the earliest

possible moment. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay or cause the employee to use other available and accrued leave.

8. If the employee is absent on sick leave for more than 1 day, the employee shall keep the immediate supervisor informed as to the date the employee expects to return to work.
9. Upon the oral or written request of an employee, the City shall provide paid sick days for the purposes described in previous sections. The City may request a note from a physician after an employee has used one-half of their annual sick leave accrual, or if evidence suggests that an employees is abusing the City's sick leave policy.
10. To accurately track leaves for those who meet the requirements under Federal and State laws (Family Medical Leave Act and California Family Rights Act), the City may require a physician's certification for an employee's own serious health condition or to care for an eligible family member (parent, child, spouse, domestic partner and covered service member) after absent from work for three consecutive days.
11. Employees will not be permitted to use vacation in lieu of sick leave unless discussed with the Finance Department (Payroll) and approved by their immediate supervisor. Vacation should be used in special circumstances (i.e. sick leave balance has been exhausted and the use of vacation is needed to provide the employee with the full compensation)
12. Supervisors shall have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.
13. The City shall not deny an employee the right to use sick leave, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use sick leave to attend to an illness or the preventative care of a family member, or for any other reason specified in sections above.

Sick Leave May Not Be Used For:

1. Employee serving their initial 90 calendar days of service to the City, except to care for an immediate family member as defined in the section above.
2. Sick leave will not be granted to any employee absent from duty during an authorized leave of absence without pay, or any other absence from duty not authorized the City.
3. Sick leave shall not be used in lieu of or in addition to vacation.

## Accrual and Accumulation

1. Employees designated as full-time (limited term, provisional, probationary and permanent) shall be credited with 8 hours sick leave for each month of service. Full-time employees working on a 24-hour shift basis shall be credited with 11.2000 hours sick leave for each month of service. Employees designated as part-time (including temporary, seasonal and interns) shall accrue 1 hour for every 30 hours worked.
2. Sick leave shall be credited to the employee's sick leave accumulation account upon completion of each pay-period with pro-rated credit given for any portion of hours worked in that week. There is no limit on the amount of sick leave which can be accumulated and carried over from year to year for full-time employees. For part-time employees accumulation is limited 24 hours or 3 days, and sick leave accrual carry over is limited to 48 hours or 6 days, whichever is greater.
3. Sick leave will be accrued by any employee during the first 90 calendar days of employment. However, only upon the successful completion of 90 days of employment, will the employee be entitled to utilize accrued sick leave (except to care for an immediate family member).
4. Employees granted a leave of absence with pay (including military leave or other approved leave with pay) shall accrue sick leave as indicated above.
5. Sick leave will not be accrued by an employee absent from duty after separation from service or during an authorized leave of absence without pay, or any other absence from duty not authorized by the employer.

## Reimbursement/Reinstatement of Unused Sick Leave

1. Termination of an employee's service shall abrogate all unused sick leave credit accrued by the employee at the time of termination, unless:
  - a. The employee is eligible for service credit at retirement under the California Public Employee's Retirement System (CalPERS), providing the employee's retirement date is within 120 days from the date of the employee's separation from employment with the City of Porterville.
  - b. The individual is re-hired by the City of Porterville. The employee's previously accrued and unused sick leave hours shall be reinstated once the employee has worked 90 days with the City of Porterville.
  - c. The employee resumes employment with the City upon release from active military duty, temporary military leave or other approved leave of absence.

## Abuse of Sick Leave

Each Department Head is responsible for controlling abuse of sick leave. An employee shall be subject to disciplinary action for abuse of sick leave which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements as defined above.

#### Excessive Use of Sick Leave

An employee's excessive use of sick leave, tardiness, and failing to notify his/her immediate supervisor when absent or tardy, can negatively impact the performance of his/her job or affect others in the performance of their job. Factors that will be considered in determining whether use of sick leave is excessive include, but are not limited to, the number of absences compared to other employees, whether absenteeism is limited to a finite time period or whether it continues over time, the basis for the absenteeism and the significance of the impact on the performance of his/her job, of others and their department.

Sick Leave policy updated on July 1, 2015 via Assembly Bill 304 and January 1, 2016 via Senate Bill 579.

#### **Smoking Cessation Program**

Participating employees shall be eligible for a one time incentive payment up to \$200 for completion of a certified smoking cessation class which shall be pre-approved by the Risk Manager. Proof of completion must be provided to receive payment.

\*Said changes may be subject to minor modification, to the benefit of the employees, and shall not become effective until such time as all bargaining units approve. The Risk Manager shall have the authority to approve or deny the eligibility of any and all proposed wellness programs.

(Resolution 70-2014)

#### **Vacation**

Regular full-time General Series employees, working on a non-shift basis, and full-time Management and Confidential employees, with the exception of Fire and Police Department Management employees, shall accrue vacation time in accordance with the following (three floating holidays are included):

Years of Service	Hours Accrual Per Month of Service	Annual Accrual	Max Accumulation
1-5	8.66	104	160
6-10	12.00	144	200
11-15	13.50	162	220
16 plus	15.33	184	240

(Accrual rates updated in 2000-2001, maximum accumulation revised via Resolution 180-2005, tier added via Resolution 47-2017)

Regular full-time General Series employees, working on a shift basis shall accrue vacation time in accordance with the following (three floating holidays are included):

Years of Service	Hours Accrual Per Month of Service	Annual Accrual	Max Accumulation
1-5	15.33	184	248
6-10	18.67	224	288
11-15	20.17	242	300
16 plus	22	264	328

(Resolution 47-2017)

Vacation accrual may be accumulated to not more than the appropriate maximum accumulation, except:

- a. Upon the written request of the employee’s Department Head and approval Of the Human Resources Officer (Resolution 143-2001).
- b. Employees on approved temporary military leave in accordance with Section III., J., may accumulate accrued vacation in excess of their maximum accumulation and at their rate of accrual at the time of reporting to active duty, providing such accrual in excess of the maximum does not exceed that which would be accrued in 180 days. (Resolution 143-2001)

Use of Vacation Time:

- a. It is the intent that vacation time be used in time increments sufficiently long enough to permit the employee an adequate period of rest. The use of vacation time in less than weekly increments is to be discouraged. In no event may vacation be taken in increments of less than one-hour nor for a period exceeding the number of accrued whole days except upon the recommendation of the Department Head. With the written recommendation of the Department Head and approval of the Human Resources Officer, a permanent employee may incur a negative vacation balance of up to five (5) days, or 4.6668 shifts for Fire Department personnel. (Resolution 9672)
- b. Vacations shall be taken at a time determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the city. (Resolution 9672)
- c. Employees are not eligible to use accumulated vacation time until they have completed six (6) months of continuous service. Employees who terminate before completion of six (6) months of continuous service shall be entitled vacation or pay up to the amount earned as of the date of separation. (Resolution 9815)
- d. In the event one or more holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave. (Resolution 9672)

- e. Regardless of salary range, employees may voluntarily donate their accrued vacation time to other employees who are experiencing a catastrophic event and have exhausted all leave balances. In no circumstances shall the vacation leave of the employee who is donating the leave incur a negative balance, nor shall the leave balance fall below a sufficient number of hours (40) to cover unanticipated emergencies of the donator. (Resolution 110-2010)
- f. Subject to IRS regulations, PCEA employees with at least five (5) years of service with the City of Porterville shall have the opportunity to sell back up to forty (40) hours of vacation time provided said PCEA employee has utilized a minimum of eighty (80) hours of vacation time within the twelve months prior to the sell back pay period and provided a balance of at least forty (40) hours remains on account after sell back. Under extenuating circumstances by departmental workload, the City Manager may permit the sell back when an employee has utilized less than eighty (80) hours but more than forty (40) hours within the prior twelve month period. Said sell back shall occur once per year, during the second pay-period of October. (Resolution 95-2015)

### **Weight Loss and Nutrition Program**

Participating employees shall be eligible for up to two payments of \$50 each per year for completion of a certified weight loss or nutrition program, which shall be pre-approved by the Risk Manager. Proof of completion must be provided to receive payment.

\*Said changes may be subject to minor modification, to the benefit of the employees, and shall not become effective until such time as all bargaining units approve. The Risk Manager shall have the authority to approve or deny the eligibility of any and all proposed wellness programs.

(Resolution 70-2014)

## **OTHER MATTERS**

### **2025/2026 Labor Negotiations**

Labor negotiations for the 2025/2026 fiscal year shall begin no later than March 1, 2025. (Resolution 80-2022)

### **Alcohol and Drug Abuse Policy**

To assure worker fitness for duty and to protect employees, passengers, and the public from the risks posed by the use of alcohol and prohibited drugs, employees shall be comply with Administrative Policy IV-C-8 “Alcohol and Drug Abuse Policy.” (April 1992 MOU, Revised February 1, 2017)

**Compensation Survey**

The City shall conduct a compensation survey of the following public agencies for all classifications represented by PCEA. The City shall commence said survey prior to March 1, 2018 and upon reaching an agreement with PCEA as to its parameters.

- City of Clovis
- City of Delano
- City of Hanford
- City of Los Banos
- City of Madera
- City of Reedley
- City of Selma
- City of Tulare
- City of Visalia

(Resolution 47-2017)

**Direct Deposit**

The City agrees to take the necessary steps to improve the delivery mechanism for payroll direct deposits and/or deductions transmitted to TUCOEMAS Federal Credit Union. (Resolution 157-2003)

**Dues Deduction and Collection**

PCEA employees may have the regular Union dues of its members within the representation unit deducted from employees’ paychecks under the following procedure. Dues deduction shall be made only upon signed authorization from the employee upon a form furnished by the Union to the City and shall continue until such authorization is revoked, in writing, by the employee or until the employee is transferred to a unit represented by another employee organization or terminated employment.

Dues shall be collected each pay-period based on the monthly dues amount set by the Operating Engineers Local #3. Dues may change on a yearly basis after the employee and City have been notified of the change by the Union by mail. No new authorizations shall be necessary. Dues shall be submitted to the Operating Engineers Local #3, 1620 S. Loop Road, Alameda, CA 94502, on a monthly basis.

The Union shall indemnify the City and hold it harmless against all claims, demands, expenses, judgments, or other liabilities on account of union dues collected to the City and paid over to the Union. Further, the Union agrees to refund any amounts paid by the City to the Union in error upon presentation of proper documentation of said error(s). (Resolution 95-2015)

## **Grievance Procedure**

### Grievance Procedure

Any employee in the City service shall have the right to grieve any action as defined in Rule XIV, Section 2-c, "Definition of Grievance."

Step 1: The employee shall inform his/her supervisor of the grievance and relevant facts within fifteen (15) calendar days after the employee knew, or in the exercise of reasonable diligence, should have known of the events giving rise to the grievance. Failure to complete this procedure shall bar further consideration of the grievance. At least one conference shall be held between the employee and his/her union representative, and his/her immediate supervisor within seven (7) calendar days after the employee has experienced the grievance. The immediate supervisor shall advise the employee of his/her decision within seven (7) calendar days following the conference. If the grievance is not resolved by the conference, the employee may proceed to Step 2. If the immediate supervisor is not available during the seven (7) calendar day period, the employee and his/her union representative (if applicable) should meet with the next level of supervision.

Step 2: In the event the grievance is not resolved in Step 1, the employee and his/her union representative shall put the grievance in writing and submit copies to his/her immediate supervisor, department head, and the Personnel Officer, not later than seven (7) calendar days. All parties willing, conference time may be mutually agreed upon to explore the matter further within seven (7) calendar days of receipt of the written decision. At this conference, both parties may be accompanied by a representative.

Step 3: Should the matter remain unresolved, the grievance may be submitted within seven (7) calendar days after written receipt of the department head's decision, to the Personnel Officer.

Step 4: Upon receiving the grievance, the Personnel Officer or his/her designated representative shall discuss the grievance with the employee, his/her union representative and all other appropriate persons. The Personnel Officer may appoint a fact-finding committee or an officer, not in the normal line of supervision, to investigate and advise him concerning the grievance. The Personnel Officer shall render a decision in writing to the employee within fifteen (15) calendar days after receiving the grievance.

Step 5: In the event the Grievant or the Association is not satisfied with the result at Step 4, it may, within fifteen (15) calendar days of completion of the Step 4 proceedings, submit the grievance to advisory arbitration. If the grievant is satisfied with the result at Step 4, or another prior level, the Union (Association) is barred from instituting the arbitration procedures under this Agreement. If the parties do not agree on a particular arbitrator, the parties shall request a list of 7 arbitrators from the California State Mediation and Conciliation Service who are familiar with City Government. The parties shall alternately strike names until only one remains. The order of striking shall be determined by a toss of a coin.

The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitrator shall not determine any other issue(s) to the extent that the language of the Memorandum of Understanding is the same as the language of the statutory or regulatory provision. The arbitrator shall not apply an interpretation to the

Memorandum of Understanding that is different from the meaning of the statutory or regulatory language, in the absence of clear bargaining history indicating that a different meaning was mutually intended.

The arbitrator shall have no power or authority to hear cases challenging any of the following:

1. The termination of services or failure to re-employ a probationary employee.
2. The placement of an employee on probationary status.
3. The termination of services or failure to re-employ any employee in a position for which extra compensation is received.
4. The contents of the employee's evaluation.
5. The City's promulgation of rules, policies.
6. A decision, action, or inaction of the City if such is required by a state and federal regulatory body or court.
7. Any grievance occurring before the effective date of this Agreement or after the expiration of this Agreement.

The arbitrator shall, as soon as possible, have a hearing on the merits of the grievance and render a written decision on the precise issue or issues submitted to arbitration by the parties.

1. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues for the parties by referring to the written grievance and the answers thereto at each step of the grievance.
2. Where the City has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the City.
3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the precise issue(s) submitted to arbitration.
4. Where there is an issue of arbitrability, the arbitrator shall hear the matter and render a decision for the parties before hearing the merits of the grievance.
5. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Memorandum or Understanding.
6. The arbitrator's advisory award may include restitution, financial reimbursement or other proper remedy.
7. The award of the arbitrator will be submitted to the parties in writing and will set forth the findings of fact, reasoning, and conclusions on the precise issues submitted. The decision shall be rendered within thirty (30) calendar days to the City and the Association

following the submission of closing briefs, unless mutually agreed otherwise by the parties to this Memorandum of Understanding and the arbitrator during the arbitration proceeding.

8. Each party shall be responsible for the cost of presenting its case to the advisory arbitrator. The costs for the services of advisory arbitrator, including per diem expenses, if any, travel and subsistence expenses, the cost of a hearing room and any transcript cost will be equally shared between the parties. All other costs will be borne by the party incurring them.

Step 6: The decision of the arbitrator shall be advisory to the party against whom the grievance was filed. The decision of the advisory arbitrator shall become final unless the party against whom the grievance was filed notifies the other party in writing of its decision within thirty (30) days of receipt of the advisory arbitrator's opinion. The notification is timely if received by the following on the 30<sup>th</sup> day after the advisory arbitrator's decision is received:

Office of the City Manager  
291 N. Main Street  
Porterville, CA 93257

Porterville City Employees' Association  
Name of Current President  
Address of Current President

Operating Engineers Local Union No. 3  
Name of Current Representative  
4856 N. Cedar Avenue  
Fresno, CA 93726

If notification is received in a timely manner, the decision set forth in the notification shall be final and appealable pursuant to CCP § 1094.5

#### General Provisions

- a. No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures by reason of such use.
- b. Forms for filing and processing grievances and other documents necessary under these procedures shall be available from the Personnel Office. All documents, communications, and records dealing with the process of grievances shall be filed separately from personnel files.
- c. Failure at any step of this procedure to communicate the decision on the grievance within specified time limits shall permit the aggrieved employee to proceed to the next step.
- d. The grievant shall be entitled to be present at all steps of the procedure.
- e. Beginning with Step 1, either party may be represented by a representative of his/her choosing.

- f. Failure at any step of this procedure to appeal a decision on a grievance within specified time limits shall be deemed acceptance of the decision rendered and shall constitute an irrevocable waiver of any further appeal.
- g. The time limits specified at any step in this procedure may be extended by mutual agreement.
- h. Written notices to employees, at the option of the City, may be delivered personally or by mail addressed to the employee's last residence on record with the City.
- i. All grievances and complaints should be treated as confidential by all parties concerned, until after the final decision has been rendered.

(Resolution 75-2000, Restated in August 2010 MOU)

### **Joint Labor-Management Committee**

Recognizing the importance of a positive relationship between labor and management, a Joint Labor-Management Committee ("JLMC") shall be established to provide an opportunity for open communication and the continued development of a cooperative relationship between the City and PCEA. JLMC meetings shall take place on a quarterly basis, or as otherwise mutually agreed. (Resolution 47-2017)

### **Layoff Procedure**

#### 1. Purpose

To provide a means by which employees are to be reduced in position or laid off when a reduction in force occurs from lack of work, lack of funds, or abolishment of a position.

#### 2. Reduction of Force

Whenever the City Council determines, in its discretion, that for reasons of lack of work, lack of funds, or abolishment of a position, a reduction in the number of employees of the City is required, the Personnel Officer shall proceed with such a reduction in force by a reduction in position and/or layoff in accordance with the provisions in this Section. In a layoff situation, the following order of layoffs shall be followed:

- Temporary employees in the affected class
- Provisional employees in the affected class
- Limited term employees in the affected class
- Probationary employees in the affected class
- Part-time employees in the affected class
- Permanent employees in the affected class

#### 3. Reduction in Position (Family of Positions)

When a reduction in force involves a position that is included within a family of positions, each employee holding such position shall be ranked based upon his/her length of service with the City. The employee holding such position having a lesser length of continuous service shall be reduced to the next lower position within the said family of positions. Whenever two or more employees have identical length of service status, the employee with the lowest performance rating shall be reduced in position first. All persons reduced shall have their names placed on the class

reinstatement eligibility list. An employee in a class proposed to be reduced in position may request, subject of the City Manager, a reassignment to a lesser position in the related family of positions.

#### 4. Reduction in Position (Positions not included within a family of positions)

Where an ordered reduction in force involves a position which is not included within a family of positions, and whether or not one or more individuals are employed in such class, employees with the least continuous City service shall be laid off first, with exception that those employees who have previously held permanent status in a lesser position may re- assume the position previously held providing they have not experienced an intervening interruption to continuous City service, and have remained qualified to re-assume the duties of such previous position.

#### 5. Subsequent Reduction in Position

Where one or more employees have been reduced in position to a lesser position, the incumbent employee or employees holding the lesser positions shall be subject, in turn, to the same reduction in position process. Where an employee holding a position which is ranked last in a family of positions, or holds a position not in a family of positions and is ineligible to exercise the prior permanent status reduction in position provision, is pre-empted from such position by reason of this process, and he/she shall be laid off from the City's service in accordance with the notification provision of this Section.

#### 6. Salary Determination

An employee who is reduced in position, as previously defined, shall be placed in the salary range of the lesser position at the step closest to the salary held in the former position.

#### 7. Re-Employment List

An employee who is reduced in position, or who is laid off by reason of a reduction in force accomplished pursuant to this Section, shall automatically have his/her name placed on a re-employment list for the position which he/she formerly held. The ranking of names upon such re-employment list shall be in accordance with the employee's length of service with the City in that position. Such re-employment lists shall have priority for a period of two (2) years over any other eligibility list for such affected position, providing, however, that employees not reinstated within six (6) months after being laid off must pass a pre-employment physical examination prior to reinstatement.

#### 8. Payoff of Accruals Upon Layoff

Laid-off employees are to be paid for all accrued holiday and vacation time when separated as a result of an ordered reduction in force. The sick leave accruals of such employees will remain on the books and will be reinstated if the employee is re-employed in a permanent position with the City of Porterville within two (2) years from the date of separation.

#### 9. Restoration of Length of Service

Upon re-employment following an ordered reduction in force, an employee will have his/her length of service restored.

10. Non-Discrimination in Reduction in Force

Reduction in positions and layoffs, which result from a reduction in force, shall be made without regard to an employee's race, color, national origin, religion, sex, age, citizenship, or physical disability.

11. Notice of Reduction in Position or Layoff

The Personnel Officer shall provide each employee directly affected by a reduction position or layoff process with a written notice at least thirty (30) days prior to the effective date of the action. The notice shall include the:

- Reason for reduction in position or layoff.
- Class(es) to which the employee may be reduced, if any.
- Effective date of the action.

Upon receipt of a notice of a reduction in position, the affected employee must respond in writing to the Personnel Officer within ten (10) calendar days from receipt of said declaring his/her intention to either comply with the reduction in position process or be placed on the appropriate re-employment list.

12. Families of Positions

The following positions are involved in varying degrees with responsibility of:

**Administrative (Family A)**

Administrative Analyst II  
Administrative Analyst I  
Administrative Aide

**Clerical (Family B)**

Deputy City Clerk  
Secretary to the City Manager  
Secretary  
Clerical Assistant III  
Clerical Assistant II  
Clerical Assistant I  
Clerical Assistant Trainee

**Human Resources (Family C)**

Human Resources Aide  
Human Resources Assistant

**Library Assistant (Family D)**

City Librarian  
Library Supervisor  
Library Assistant  
Library Assistant Trainee

**Police - Sworn (Family E)**

Police Captain  
Police Lieutenant  
Police Sergeant  
Police Officer

**Police – Non-Sworn (Family F)**

Police Services Supervisor  
Property and Evidence Officer  
Community Services Officer II  
Community Services Officer I

**Communications (Family G)**

Senior Communications Dispatcher  
Communications Dispatcher/Senior Records Clerk  
Records Clerk

**Fire Suppression and Prevention (Family H)**

Asistant Fire Chief/Fire Marshal  
Fire Captain  
Fire Lieutenant  
Fire Engineer  
Firefighter

**Fiscal Activities (Family I)**

Assistant Finance Director  
Accountant II  
Accountant I  
Accounting Technician/Utility Billing Supervisor  
Account Clerk III  
Account Clerk II  
Account Clerk I

**Procurement (Family J)**

Purchasing Agent  
Bookkeeper

**Engineering (Family K)**

City Engineer  
Principal Civil Engineer  
Associate Engineer  
Assistant Engineer  
Public Works Inspector  
Engineering Specialist III  
Engineering Specialist II  
Engineering Specialist I

**Inspection (Family L)**

Chief Building Inspector  
Building Inspector II  
Building Inspector I

**Planning (Family M)**

City Planner  
Associate Planner  
Assistant Planner  
Planning Technician

**Development (Family N)**

Development Manager  
Development Associate

**Parks (Family O)**

Parks Superintendent  
Parks Supervisor

Parks Maintenance Worker III  
Parks Maintenance Worker II  
Parks Maintenance Worker I

**Leisure Services (Family P)**

Leisure Services Superintendent  
Leisure Services Supervisor

**Field Services (Family Q)**

Field Services Manager  
Field Services Superintendent/Water Utility Superintendent  
Field Services Supervisor (Streets, Refuse, Traffic Control, Water)  
Field Services Worker III  
Field Services Worker II  
Meter Reader  
Field Services Worker I  
Field Services Worker Trainee

**Equipment Repair (Family R)**

Field Services Shop Superintendent  
Field Services Shop Supervisor  
Mechanic II  
Mechanic I  
Mechanic Assistant

**Wastewater (Family S)**

Wastewater Utility Superintendent  
Industrial Waste Inspector II  
Industrial Waste Inspector I  
Wastewater Treatment Facility Operator III  
Wastewater Treatment Facility Operator II

Wastewater Treatment Facility Operator I  
Wastewater Treatment Facility Operator Trainee

**Laboratory (Family T)**

Laboratory Supervisor

Chemist II

Chemist I

Laboratory Technician III

Laboratory Technician II

Laboratory Technician I

Laboratory Attendant

(Entire Layoff Procedure approved via Resolution 74-2000)

**Travel and Conference Expense**

To establish standard procedures for obtaining authorization to travel on official City business and for reimbursement of costs incurred, employees shall comply with Administrative Policy II-E-1 “Travel and Conference Expenses.” (July 1990 MOU, Revised via Resolution 131-2005)

**STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS**

All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and PCEA. (Resolution 13-2021)

**ADDITIONAL INFORMATION**

*This comprehensive Memorandum of Understanding is comprised of labor negotiation agreements between the City and Porterville City Employees Association as well as information extracted from the City of Porterville’s Employee Pay and Benefit Plan at the request of the Association. If you have any questions pertaining to items not located in this document, please contact your bargaining representative, immediate supervisor or the Human Resources office.*

Here is a list of additional helpful publications/resources you may want to locate:

**Administrative Policy Manual**

The City’s Administrative Policy Manual outlines general policies, program procedures, regulations and explanations that have been issued through City Council resolutions, City Manager memoranda and/or oral instructions.

**City of Porterville Employee Benefit Trust Fund Plan Document**

The City’s Plan Document outlines in detail the health benefits provided to all full-time employees.

City of Porterville Personnel System Rules and Regulations

The City's Rules and Regulations provides a system of personnel rules based on Federal/ State law, City Council resolutions, Administrative Policy and Procedures, agreements with employee associations; describes standards of workplace conduct; and outlines a detailed recruitment process for potential employees.

City of Porterville Internet

The City of Porterville website, <http://www.ci.porterville.ca.us/> is available to anyone seeking information regarding City services, programs, events and/or activities.

City of Porterville Intranet

The City of Porterville intranet, <http://icity/> is accessible by City of Porterville employees only. It displays a wide array of information including forms and newsletters.

Employer-Employee Relations Resolution of the City of Porterville

The Employer-Employee Relations Resolution of the City of Porterville provides a procedure for the recognition, suspension and revocation of recognition status of employee organizations and establishes a reasonable and orderly method for the meet and confer process

