

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

July 1, 2019

ITEM NO:

1.a.

SUBJECT: Consideration of Ordinance No. 2019-2 amending the City's Municipal Code to designate Tucker Street as a one-way street between Selma Street and Third Street *Second Reading and Adoption*

DISCUSSION: With the construction of the future Selma Police Department and the need for additional parking, staff was directed to redesign Tucker Street to allow for diagonal parking.

On June 25, 2018, the Selma Traffic and Streets Commission approved Resolution No. 2018-0007, to redesign Tucker Street between Selma Street and Third Street. The redesign changed Tucker Street from a two way to a one-way street, removed the existing on-street parking, and added diagonal parking to be used by the future Police Department.

The draft design is attached for the City Council's consideration.


Further, Section 10-6-3 of the City's Municipal Code ("Code") designates the one-way streets in the City. In order to change Tucker Street between Selma Street and Third Street into a one-way street, it is necessary to revise Section 10-6-3 of the Code to include this stretch of Tucker Street.

On June 17, 2019, Ordinance No. 2019-2 of the City Council of the City of Selma, California, amending Chapter 6 to Title X of the Selma Municipal Code (one-way streets designated) to amend the Tucker Street designation was introduced for First Reading. If adopted, the Ordinance is effective 30 days from adoption.

RECOMMENDATION: It is recommended that the City Council adopt Ordinance No. 2019-2, an Ordinance of the Selma City Council amending Chapter 6 of Title X of the Selma Municipal Code (one-way streets designated) to amend the Tucker Street designation and a notice of exemption regarding same.

/s/
Isaac Moreno, Assistant City Manager

06/27/2019
Date


Teresa Gallavan, City Manager

6-26-19
Date

ORDINANCE NO. 2019- __

**AN ORDINANCE OF THE SELMA CITY COUNCIL
AMENDING SECTION 10-6-3 (ONE-WAY STREETS DESIGNATED) OF
CHAPTER 6 (ONE-WAY STREETS AND ALLEYS) OF TITLE 10 (TRAFFIC) OF
THE SELMA MUNICIPAL CODE TO AMEND THE TUCKER STREET
DESIGNATION AND A NOTICE OF EXEMPTION REGARDING SAME**

WHEREAS, Title 10 of the City of Selma Municipal Code (“SMC”) Section 10-6-3 identifies the City’s one-way designated streets, and Section 10-6-3(A) currently designates that portion of Tucker Street between Second Street and Selma Street, as a one-way street; and

WHEREAS, on June 25, 2018, the Selma Traffic and Streets Commission approved Resolution No. 2018-0007, redesigning Tucker Street between Selma Street and Third Street from a two-way to a one-way street, removing the existing on-street parking, and adding diagonal parking to be used by the future Police Department as a Sally port driveway; and

WHEREAS, the public meeting was noticed in accordance with all applicable state and local laws; and

WHEREAS, pursuant to Selma Municipal Code Title 10, Chapter 6, the City of Selma Traffic and Streets Commission is recommending that a portion of Tucker Street, between Selma Street and Third Street be designated as a one-way street; and

WHEREAS, therefore it is necessary that Selma Municipal Code Title 10, Section 6-3 (A) be amended to show this change to Tucker Street; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings.

The City Council finds that based upon substantial evidence presented to the City Council during the June 17, 2019 public meeting, that all of the facts set forth in the Recitals, are true and correct, and are incorporated herein by reference.

SECTION 2. Environmental Findings.

- A. This ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15301(c) of the CEQA Guidelines, because the ordinance relates

to the operation of an existing City street, and does not involve the expansion of the existing street.

- B. Based upon these findings, the City Council adopts the Notice of Exemption, and directs staff to file same as required by law.

SECTION 3: Selma Municipal Code Amendment.

Section 10-6-3 (A) (One-Way Streets Designated) of Chapter 6 of Title X of the Selma Municipal Code is hereby amended to read in its entirety as follows:

10-6-3: ONE-WAY STREETS DESIGNATED

- A. Tucker Street between Second Street and Third Street, running from Second Street to Third Street;

SECTION 4. Severability: If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

SECTION 5. Effective date and posting ordinance: this ordinance shall take effect and be in force 30-days from and after the date of final passage. The Selma City clerk shall cause this ordinance to be published at least once within 15-days after its passage in *The Selma Enterprise* with the names of those City Council members voting for or against the ordinance.

I Reyna Rivera, Selma City Clerk, do hereby certify that the foregoing ordinance was introduced at the _____, 2019, regular City Council meeting and duly adopted at a regular Selma City meeting and duly adopted at a regular Selma City meeting on the ____ day of _____, 2019 by the following vote, to wit:

AYES: COUNCIL MEMBERS
NOES: COUNCIL MEMBERS
ABSTAIN: COUNCIL MEMBERS
ABSENT: COUNCIL MEMBERS

Scott Robertson, Mayor

ATTEST:

Reyna Rivera
City Clerk

RESOLUTION NO. 2018-0007
A RESOLUTION OF THE
PLANNING COMMISSION ACTING AS THE TRAFFIC AND STREET COMMISSION
RECOMMENDING TO
THE CITY COUNCIL THE REDESIGN OF THE 1700 BLOCK OF TUCKER STREET
BETWEEN SELMA AND THIRD STREETS

WHEREAS, on June 25, 2018, the Selma Traffic and Streets Commission considered the redesign of Tucker Street, between Selma and Third Streets. This redesign will change Tucker Street from a two way to a one way street removing the existing parking and adding diagonal parking to be used by the future Police Department as a Sally Port driveway.

WHEREAS, the public hearing was noticed in accordance with all applicable state and local laws; and

WHEREAS, pursuant to Selma Municipal Code Title XI, chapter 6, the City of Selma Traffic and Streets Commission is recommending the a portion of Tucker Street, between Selma and Third Streets be designated a one-way street; and

WHEREAS, Selma Municipal Code Title XI, chapter 6-3 (G) be added to show this change to Tucker Street; and

NOW, THEREFORE, BE IT RESOLVED, by the Selma Traffic and Streets Commission as follows:

1. The Selma Traffic and Streets Commission recommends to the Selma's City Council the redesign of a portion of Tucker Street between Selma and Third Streets.
2. The Selma Traffic and Streets Commission recommends to the Selma's City Council addition of title XI , chapter 6 -3 adding (G) Tucker Street between Selma Street and Third, running from Selma Street to Third Street

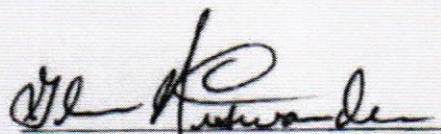
The foregoing Resolution was duly approved on the 25th day of June 2018 by the following vote, to wit:

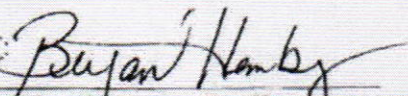
AYES: COMMISSIONERS:

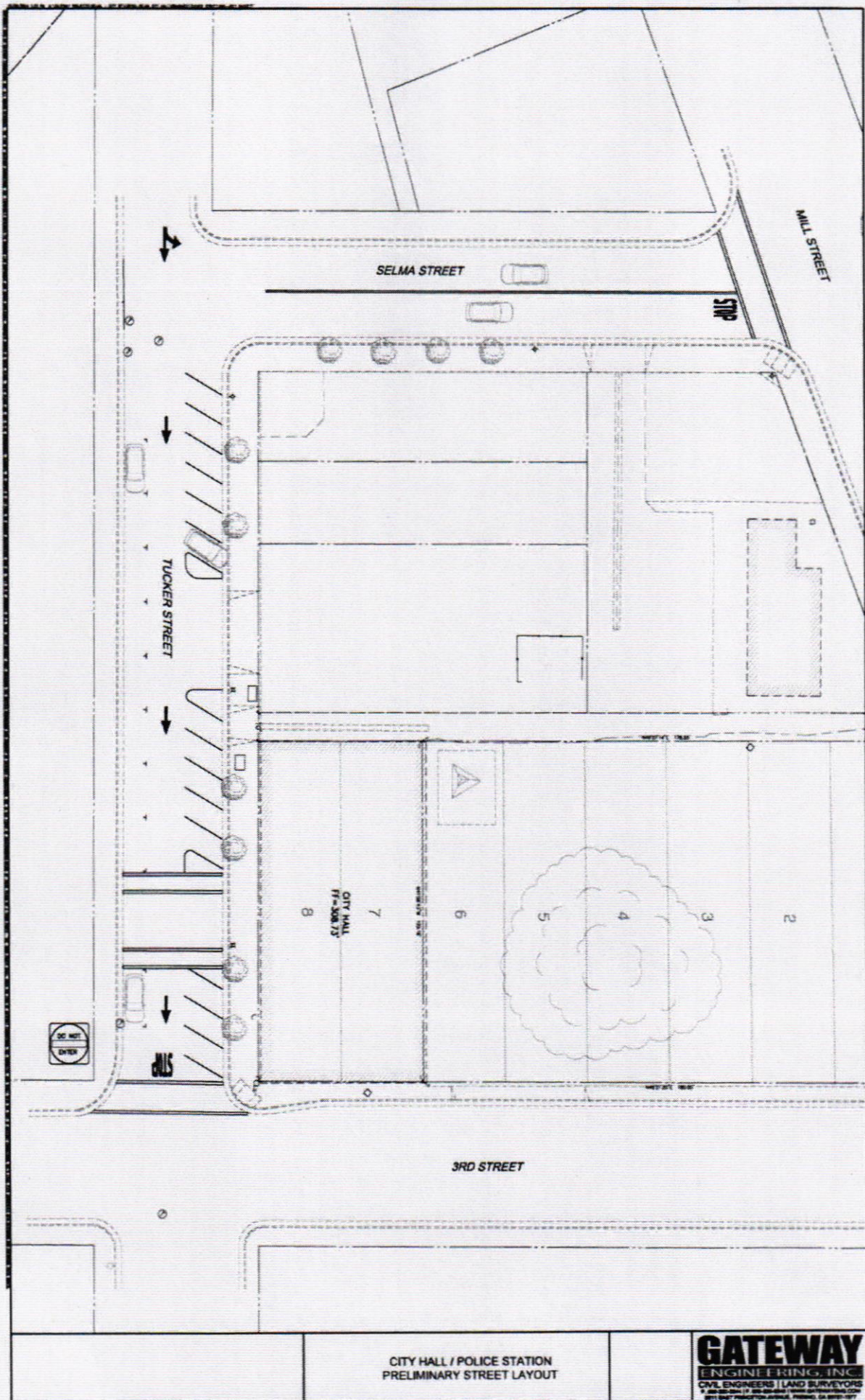
NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:


GLENN NISWANDER, CHAIRMAN
TRAFFICE AND STREETS
COMMISSION

ATTEST: 
Bryant Hemby, Secretary, Traffic & Streets Commission



**CITY MANAGER'S/STAFF'S REPORT
REGULAR CITY COUNCIL MEETING DATE:**

July 1, 2019

ITEM NO: 1.b.

SUBJECT: Consideration of facilities use agreement with Selma Bandits Youth Football for use of Shafer Park storage room

BACKGROUND: The Selma Bandits Youth Football League is requesting the use of a portion of the Shafer Park storage room to store their football gear.

For many years, this area of the storage unit, was made available to the Selma Bandits for storage. The previous administration directed staff to have their equipment removed so additional storage could be used by the City for old files and equipment. Both Interim Public Works Director, Shane Ferrell, and Recreation and Community Services Director, Mikal Kirchner, have worked out other storage areas. We recommend this area to be available once again for the Bandits Youth Football Program. The Bandits hold their practices at Shafer Park, which makes it much more convenient by having all their equipment on-site, as well as saving the program monthly fees for the storage unit they are currently renting.

Currently the Selma Youth Girls Softball Program, Little League, and Selma Babe Ruth use storage areas and/or concession stands for their programs. Selma Youth Football and Selma Youth Soccer use fields for practices. All these organizations pay, including Selma Bandits Football Program, the City Council approved fee of \$400.00 per year to assist with costs. This storage unit has a monthly alarm charge of \$53.14. The Selma Bandits Youth Football have agreed to assist with this direct charge at \$20.00 per month. Public Works and the Recreation and Community Services utilize the other portion of this storage unit to store their utility cart and field supplies. The Selma Bandits would use the same room that they have used in the past. There is a locked door between both rooms. The Selma Bandits will be provided their own alarm code to allow City staff to backtrack alarm usage. There were no problems or concerns from previous usage. (Please note: None of the other storage rooms or concession stands that the other programs utilize have an alarm system that would incur a monthly charge). The City of may terminate the agreement with or without cause, upon 30 days written notice to the Bandits.

RECOMMENDATION: Staff recommends that Council approve the Facilities Use Agreement, and authorize the City Manager to execute same.

_____/s/_____
Shane Ferrell, Acting Public Works Director

6/26/2019
Date

_____/s/_____
Teresa Gallavan, City Manager

6/26/2019
Date

**CITY OF SELMA
FACILITIES USE AGREEMENT**

THIS FACILITIES USE AGREEMENT ("Agreement") is entered into on this ____ day of ____, 2019 ("Effective Date"), by and between the City of Selma, a California municipal corporation (the "City") and Central Valley Youth Football League, a California nonprofit corporation (the "Bandits"). The City and the Bandits are collectively referred to as "Parties."

RECITALS

WHEREAS, the City is the owner of certain real property located at corner of Floral & Thompson, Selma, California, commonly known as Shafer Park (the "Property"). This Agreement pertains to the use of the Building as depicted in Exhibit A, attached hereto and incorporated herein by reference, including any paved areas, parking lots and driveways; and

WHEREAS, the Bandits is a youth football team that currently conducts its practices at the Property, and the team desires to utilize a portion of a storage room at the Property to store football equipment; and

WHEREAS, the Bandits shall only use the Property for the storage of football equipment, the "Permitted Use".

WHEREAS, the Parties desire to enter into this Agreement to make the City's Property available to the Bandits, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. GENERAL PROVISIONS

(A) Term.

The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2022, unless sooner terminated by the City, as provided in this Agreement. This Agreement may be extended in writing by the City Manager, for three (3) additional one year terms, upon a finding by the City Manager, in his/her sole and absolute discretion, that the Bandits have complied with the terms of this Agreement.

(B) Property.

This Agreement shall entitle the Bandits to the use of the rooms and facilities at the Property as depicted in Exhibit A, attached hereto and incorporated herein by reference.

The space set forth herein is hereinafter collectively referred to as the "Property".

(C) Rent and Utilities.

The Bandits shall pay to the City the sum of Twenty Dollars (\$20.00) per month, as rent for use of the Property. Said rent shall be paid concurrently with the execution of this Agreement, and on the first day of each month thereafter, and shall be remitted to the City at 1710 Tucker Street, Selma, CA 93662.

Utilities. Except as set forth herein, the City shall maintain and pay for all utilities of any kind supplied to or used by the Bandits on or to the Property during the term of this Agreement, with the exception of the alarm system. The rental amount set forth in Section 1.(C) shall go towards the City's monthly alarm system costs.

(D) Holdover.

In the event the Bandits remains in possession of the Property after the termination or expiration of this Agreement, then the Bandits shall be deemed to be occupying the Property on a month-to-month basis, subject to the terms and conditions of this Agreement.

(E) Use Restrictions.

The following activities or items are prohibited at the Property, unless permission is granted in writing by the City Manager or his/her designee:

- (1) Additional usage of Shafer Park for activities not set forth in this Agreement, or any other agreement between the City and the Bandits.
- (2) Live animals, except for service animals;
- (3) Pyrotechnics;
- (4) Candles, lanterns, incense or open flames;
- (5) Decorations or other items that will damage building surfaces, such as use of nails, tacks, fasteners, staples, scotch tape, putty, glue or other adhesives; however removable stencils, and the hanging of signs which designate the name of each room shall be permitted;
- (6) Smog or fog generating devices;
- (7) Flammable liquids or any hazardous products.

(F) The Bandits' Responsibilities.

(1) The Bandits is responsible for the conduct of all participants, the supervision of minors and any damages that may occur at or to the Property.

(G) Non City-Owned Property.

The City reserves the right to remove any remaining items from the Property and have them stored at the Bandits' expense upon expiration of the term of this Agreement. If such items, equipment or supplies are not claimed within six (6) months, the City reserves the right to dispose of such material in any manner it deems appropriate. The Bandits shall be responsible for any costs of storage and disposal incurred by the City for such equipment or supplies. The City is not responsible for any damage or theft of any items left by the Bandits, or any of the Bandits' officers, agents, employees, guests, invitees, or program participants.

(H) Disclaimer of Condition of Property.

The City makes no warranty or representation of any kind concerning the Property or the fitness of the Property for the Permitted Use intended by the Bandits. The Bandits has inspected the Property and knows and accepts its condition, and waives any express or implied indemnity against the City.

(I) Damage or Destruction of the Property/Equipment.

In the event the Property is damaged by fire or other casualty, City may, at its sole and absolute discretion, elect to terminate this Agreement. If the City is unable or unwilling to repair any damage caused by fire or other casualty, the Bandits may terminate this Agreement. Should the Property be damaged by fire or other casualty, no liability shall occur against City for damage due to loss of business, loss of revenue or additional costs incurred by the Bandits.

The City is not responsible for, and shall not incur any liability for any damages, lost property, and/or vandalism to anything stored by the Bandits at the Property.

(J) Assignment.

The Bandits shall not assign this Agreement without the prior written consent of the City. Any such assignment without consent shall be void, and a the City, at its option, may terminate this Agreement.

(K) Right of Entry.

City shall be entitled, at all times, to enter the Property for the purpose of inspecting the Property, or for the purpose of inspecting the performance by the Bandits of the terms and conditions of this Agreement, or for the purpose of posting and keeping posted thereon notices of non-responsibility for any construction, alteration or repair thereof, as required or permitted by

any law or ordinance. The City may also, at all times, utilize that portion of the storage room not designated for use by the Bandits under this Agreement.

SECTION 2. **USE OF PREMISES**

(A) General.

- i. The Bandits shall use the Property for the Permitted Use, and for no other purpose.
- ii. The Bandits shall not use the Property, or any portion thereof, for any purpose which may increase the existing rate of insurance upon the Property, or cause the cancellation of the insurance on the Property. The Bandits shall be responsible for any insurance increase or cancellation of insurance, as a result of its activities at the Property.

(C) Supplies and Expenses.

- i. City shall be responsible for the costs associated with building fire and liability insurance for the Property.
- ii. The Bandits shall be responsible for all costs associated with its programs, including, but not limited to, staffing, insurance, supplies, materials and equipment.

(D) Maintenance, Repair and Alterations.

- i. City shall be responsible for all structural, routine maintenance, and long term capital repair at the Property, except to the extent such repair is made necessary as a result of the misconduct or negligent acts or omissions of the Bandits, its program participants, and/or invitees. The City shall, in its sole and absolute discretion, have the authority to approve or deny any request for alteration to the Property by the Bandits, and to charge the Bandits for same.
- ii. The Property shall be maintained in accordance with the applicable zoning of the City, the applicable building codes of the City of Selma and applicable ordinances, regulations and statutes of the City, the State of California and the federal government, including, but not limited to, environmental laws and regulations. The Bandits shall not use or allow the Property to be used for any purpose or any manner that is unlawful, illegal, or likely to cause damage to the property, to adjoining properties, or in a manner that would constitute a hazard to the public or any adjoining property, or to cause a nuisance.
- iii. City shall be responsible for maintaining all landscaping at the Property.
- iv. The Bandits shall maintain the Property in good and safe condition, and shall be responsible for repairing any damage arising from the negligence or misconduct of the Bandits, its program participants, and/or invitees. In the event the Bandits discovers a hazard or maintenance issue at the Property, it shall notify the City immediately.

- v. The Bandits shall not commit, or suffer to be committed, any waste upon the Property, or any public or private nuisance.
- vi. Any and all improvements made to the Property during the Term of this Agreement shall belong to the City. Prior to making any improvements to the Property, the Bandits shall obtain the City's approval and any required permits.

SECTION 4. OPERATIONAL STANDARDS

(A) The City shall issue the Bandits a designated key and alarm code for the storage room. The Bandits shall provide the City with a list of all individuals who are permitted to utilize the key, and who are provided with the alarm code. In the event that the designated individuals change, the Bandits shall notify the City immediately. The designated individuals shall be limited to Tony Valenzuela. Neither the Bandits nor any of its officers, officials, agents, contractors, consultants, employees or volunteers shall make any copies of the key, or distribute the alarm code.

SECTION 5. RELEASE, HOLD HARMLESS AND INDEMNIFICATION

(A) The Bandits shall defend, indemnify, and hold harmless City, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising out of or in connection with the Bandits' use of the Property, or its negligent failure to comply with any of its obligations contained in this Agreement (collectively "Claims"). Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve the Bandits from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply.

(B) The Bandits releases the City, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers of any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees, arising out of or in connection with the Bandits' use of the Property under this Agreement.

The Bandits acknowledges and expressly waives the benefit of California Civil Code Section 1542, which is set forth below, and specifically agrees that the release contained in this Agreement shall extend to all claims arising out of transactions which the Parties do not know or expect to exist in their favor at this time, and which rise out of or are connected to the Agreement. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

City's Initials

Bandits'
Initials

The Bandits acknowledges that the facts and law in relation to this matter and the claims released by the terms of this Agreement may turn out to be different from or in addition to the facts or law as now known to each Party or its counsel. The Bandits therefore expressly agrees that the release so given shall be and remain in effect as a full and complete release of the persons and entities released thereby notwithstanding any possibility of new or different facts or law.

(C) By execution of this Agreement, the Bandits acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

(D) If, for any reason such as, but not limited to, earthquake, flood water damage, explosion or other calamity of circumstance, it shall become necessary to close the Property, no liability shall occur against City for damage due to loss of business, loss of revenue or additional costs incurred by the Bandits.

SECTION 6. INSURANCE

(A) During the term of this Agreement, the Bandits shall, at its sole cost and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth in the attached Exhibit B, incorporated herein by this reference.

(B) City and its elected and appointed officers, employees, agents, and volunteers shall be named as additional insureds with respect to each of the insurance policies required under this Agreement.

(C) At all times during the term of this Agreement, the Bandits shall maintain on file with the City's Risk Manager a certificate or certificates of insurance showing that the insurance policies required by this Section 6 are in effect in the required amounts and naming the City and its elected and appointed officers, employees, agents, and volunteers as additional insureds. the Bandits shall, concurrently with the execution of this Agreement, file with City's Risk Manager such certificate(s).

(D) The Bandits shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

SECTION 7. INDEPENDENT CONTRACTOR

i. The Bandits is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this

Agreement on behalf of the Bandits shall at all times be under the Bandits' exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of the Bandits or any of the Bandits' officers, employees, or agents, except as set forth in this Agreement. The Bandits shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. The Bandits shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

ii. No employee benefits shall be available to the Bandits in connection with the performance of this Agreement. City shall not pay salaries, wages, or other compensation to the Bandits for operating a community resource center. City shall not be liable for compensation or indemnification to the Bandits for injury or sickness arising out of its operation or use of the Property under this Agreement.

SECTION 8. **NOTICES**

Any notices which either Party may desire to give to the other Party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

Teresa Gallavan, City Manager
City of Selma
1710 Tucker Street
Selma, CA 93662

With a copy to:

Bianca Sparks Rojas, City Attorney
Casso & Sparks
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

The Bandits:

Post Office Box 38
Selma, CA 93662

SECTION 9. **COMPLIANCE WITH LAWS**

The Bandits represents and warrants to City that the Bandits, its officers, agents, employees and volunteers have all licenses, permits, qualifications, and approvals of whatever nature which are legally required for the Bandits, its officers, agents, employees and volunteers

to provide the services, programs and activities contemplated by this Agreement, and that it shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state, county and city, relating to its actions under this Agreement whether such statutes, ordinances, regulations and requirements are now in force or hereinafter enacted.

SECTION 10. **DEFAULT/TERMINATION**

i. In the event of any breach of this Agreement, City, in addition to any other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Property.

ii. In the event of any breach of this Agreement, the City may terminate the Agreement immediately, by serving upon the Bandits written notice. Upon receipt of said notice, the Bandits shall have five (5) days to vacate the Property and remove all of its possessions, unless the notice provides otherwise.

iii. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Bandits' written notice. Upon receipt of said notice, the Bandits shall have thirty (30) days to vacate the Property and remove all of its possessions, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

SECTION 11. **MISCELLANEOUS PROVISIONS**

(A) The Bandits acknowledges that this Agreement may create a possessory interest subject to property taxation, and that the Bandits may be subject to payment of property taxes levied on such interest. Any such tax liability shall be the responsibility of the Bandits.

(B) The Bandits agrees that its use of the Property and this Agreement, shall not entitle the Bandits to any relocation benefits pursuant to federal, state, or local law, and the Bandits hereby waives any such claim against the City for relocation benefits.

(C) The rights granted to the Bandits under this Agreement are non-exclusive license rights only, and in no respect shall the same constitute or be construed as an assignment of a leasehold or other interest in the Property set forth in this Agreement.

(D) Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

(E) If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Bandits' use of the Property under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled. The venue for any litigation shall be Fresno County, California or in the United States District Court for the Eastern District of California.

(F) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(G) This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

(H) All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

(I) This instrument contains the entire Agreement between the City and the Bandits with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and the Bandits.

(J) This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
City of Selma

By: _____
Teresa Gallavan, City Manager

Attest:

By: _____
Reyna Rivera, City Clerk

"BANDITS"
Selma Bandits Youth Program

By: _____
Tony Valenzeula, President

Approved as to form:

By: _____
Bianca Sparks Rojas, City Attorney

Exhibit B

INSURANCE REQUIREMENTS

Without limiting the Bandits' indemnification of City, and prior to commencement of the Services, the Bandits shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. The Bandits shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. The Bandits shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Bandits arising out of or in connection with this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Workers' compensation insurance. The Bandits shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

The Bandits shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. The Bandits shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. The Bandits shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with this Agreement by the Bandits, its agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by the Bandits shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to

contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by the Bandits. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the Bandits or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The Bandits hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). The Bandits acknowledges and agrees that any actual or alleged failure on the part of the City to inform the Bandits of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Bandits maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Bandits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. The Bandits agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that the Bandits' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. The Bandits agrees to ensure that its subconsultants, subcontractors, and any other party involved with the permitted use who is brought onto or involved in the permitted use by the Bandits, provide the same minimum insurance coverage and endorsements required of the Bandits. The Bandits agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. The Bandits agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

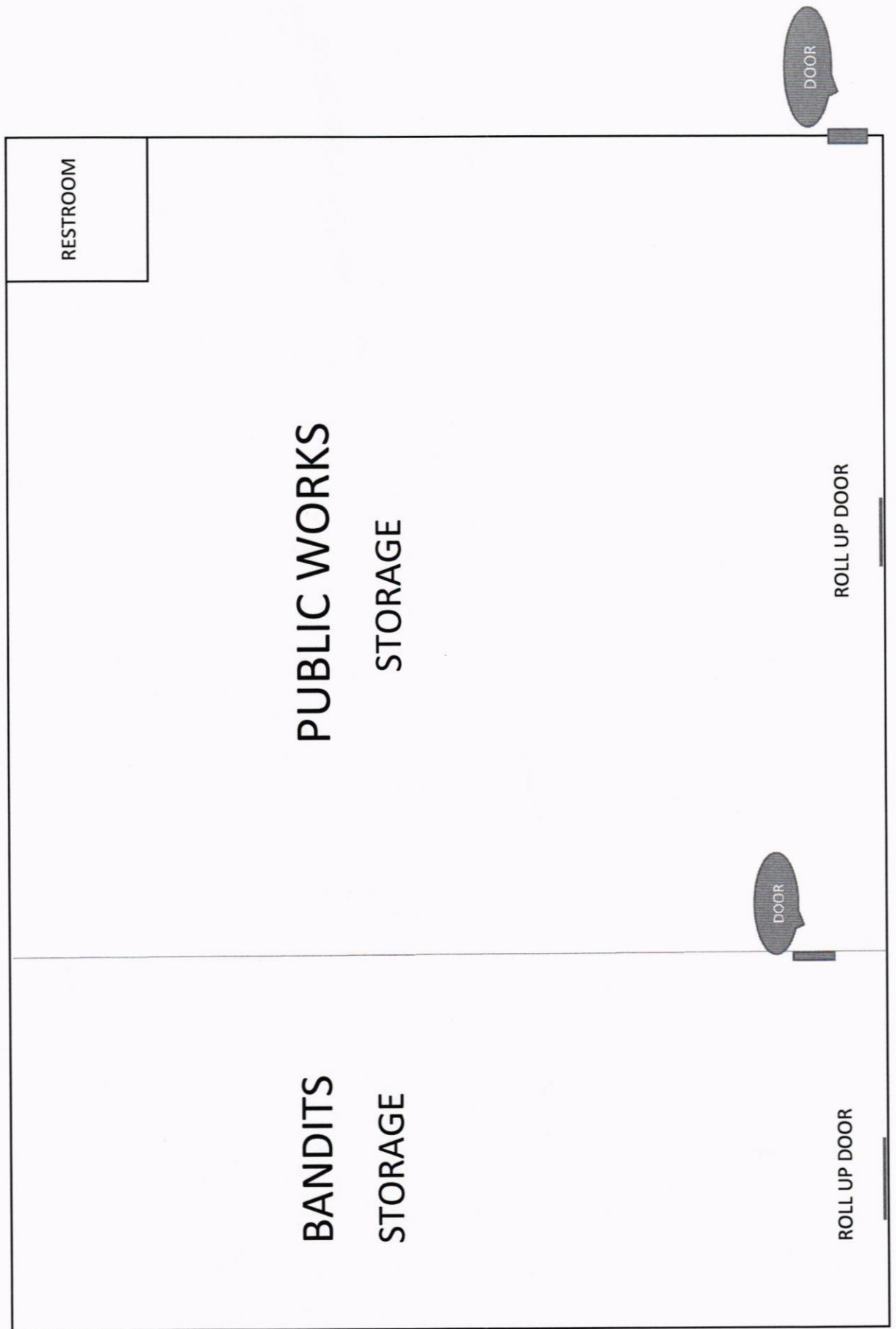
City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Bandits ninety (90) days advance written notice of such change.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. The Bandits shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from the Bandits performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. The Bandits shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of this Agreement.

Exhibit A
Shafer Park
Selma, CA 93662



**CITY MANAGER'S/STAFF'S REPORT
REGULAR CITY COUNCIL MEETING DATE:**

July 1, 2019

ITEM NO: 1.c.

SUBJECT: Consideration of a Resolution Approving a Memorandum of Understanding between the City of Selma and the Secretarial Technical Clerical Association for the Period of July 1, 2019 through June 30, 2022

DISCUSSION: The City Manager, in her role as Municipal Employee Relations Officer has met and conferred in good faith with representatives from the Secretarial Technical Clerical Association.

Both parties have agreed upon the terms and conditions as provided in the enclosed Memorandum of Understanding. The terms that were negotiated and agreed upon are as follows:

Term: Three-year contract – July 1, 2019 through June 30, 2022.

Salary Increases:

4% pay increase first year - effective no sooner than the pay period that includes July 1, 2019 and only after the first pay period on a go forward basis (no retroactivity) after ratification by the Unit and approval by the City Council.

3.5% pay increase second year – effective the pay period that includes July 1, 2020.

3% pay increase third year – effective the pay period that includes July 1, 2021.

Vacation Buy Back: Increased from 10 hours to 20 hours.

It is hereby requested that the City Council adopt the Resolution approving the MOU.

RECOMMENDATION: Adopt the Resolution approving the 2019-22 Secretarial Technical Clerical Association Memorandum of Understanding.

/s/
Teresa Gallavan, City Manager

6/26/2019
Date

RESOLUTION NO. 2019- __ R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SELMA AND THE SECRETARIAL TECHNICAL CLERICAL
ASSOCIATION FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2022**

WHEREAS, the City Manager has been authorized by Resolution No. 92-56R, adopted June 15, 1992, to represent the City in the meet and confer process with recognized employee organizations; and

WHEREAS, there exists a Secretarial, Technical and Clerical Association ("STCA") agency shop in the City, comprised of employees who provide secretarial, technical, and clerical services; and

WHEREAS, the City and the STCA previously entered into a Memorandum of Understanding ("MOU") which governed the wages, hours, terms, and conditions of employment for the aforementioned employees; and

WHEREAS, the prior MOU expired on June 30, 2019; and

WHEREAS, the Secretarial Technical Clerical Association employees represented by a duly appointed negotiating team, met with the City Manager in her capacity as Municipal Employee Relations Officer and said parties have bargained in good faith; and

WHEREAS, the bargaining parties have mutually agreed upon an MOU to cover the period from July 1, 2019 through June 30, 2022; and

WHEREAS, said MOU has been presented by the City Manager for City Council approval; and

WHEREAS, the City Council is familiar with the terms and provisions of said MOU; and
WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby approves the MOU, attached hereto as Exhibit A, and incorporated herein by reference.

Section 3. The City Manager in her capacity of Municipal Employees Officer is hereby directed to execute said MOU on behalf of the City.

Section 4. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or

inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 1st day of July 2019 by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SELMA

AND

SECRETARIAL TECHNICAL CLERICAL ASSOCIATION

FOR THE PERIOD

JULY 1, 2019 THROUGH JUNE 30, 2022

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This Memorandum of Understanding (MOU) is made and entered into between the City of Selma, herein "City" by its City Manager in his/her capacity as the Municipal Employees Relations Officer and the SECRETARIAL, TECHNICAL AND CLERICAL ASSOCIATION (STCA), an Agency Shop recognized by the City Council of the City of Selma on July 11, 2007. The STCA shall be referred to herein as the "Association" representing employees of the City who occupy positions in the Classifications listed herein, pursuant to the California Government Code, Section 3500, et seq and RESOLUTION NO. 92-56R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS, approved the 15th day of June, 1992 as these documents are now or hereafter may be modified. City and Association agree as follows:

ARTICLE 1 - RECOGNITION:

City hereby confirms its continuing recognition of Association as the bargaining agent for employees of City whose positions are in the following Position Classifications:

**Account Clerk II
Administrative Assistant
Arts Center Coordinator
Assistant Planner/Housing Rehabilitation Specialist
Associate Planner
Building Inspector
Building-Planning Technician
Clerical Assistant II
Code Enforcement Officer
Fire Inspector/Code Enforcement Officer
Information Systems Technician
Police Clerk I
Police Clerk II
Recreation Coordinator**

The following positions are currently unfilled and/or not included in the 2019-20 Budget. They are only included here for clarification purposes should the need arise to re-establish these job classifications within the effective dates of this Memorandum of Understanding: Building Permit Technician, Building Plans Examiner, Department Secretary I & II, Engineering Technician I & II, Planning Technician, Senior Center Program Coordinator, Senior Planner.

City agrees to meet and confer and otherwise deal exclusively with representatives of Association on all matters relating to the scope of representation pertaining to said employee association as provided under the above-referenced Resolution and Government Code Sections. In the event Resolution No. 92-56R is modified, the modified Resolution shall apply. Any proposed modification shall be submitted to the Association prior to its adoption, for input.

ARTICLE 2 - SALARIES:

- A. Effective no sooner than the pay period that includes July 1, 2019 and only after the first pay period on a go forward basis (no retroactivity) after ratification by the Unit and approval by the City Council all employees represented by this MOU shall receive a 4% increase in their base salary.
- B. Effective the pay period that includes July 1, 2020, all employees represented by this MOU shall receive a 3.5% increase in their base salary.
- C. Effective the pay period that includes July 1, 2021, all employees represented by this MOU shall receive a 3% increase in their base salary.
- D. Dollar amounts of current ranges of salaries are set forth in Exhibit "A" attached hereto and made a part thereof.

ARTICLE 3 – DEFERRED COMPENSATION:

City agrees to deposit up to one hundred dollars (\$100.00) per month into a tax deferred retirement account voluntarily established by the employee in the employee's name with one of the City's 457 Tax Deferred Compensation Plan that the employee elects. City will match the employee's contribution of up to \$50.00 per pay period (maximum of two pay periods per month) for a maximum of \$100.00 per month. Conditions of said contributions shall be subject to IRS regulations governing such accounts.

ARTICLE 4 - VACATION:

"Section 1. ANNUAL VACATION LEAVE" of "RULE XIV. LEAVE REGULATIONS" of the adopted Personnel Rules and Regulations of the City of Selma shall be used for determining vacation benefits for Association employees. If the Personnel Rules and Regulations are amended, the resulting rule shall prevail.

- A. All Association employees shall be entitled to vacation benefits which shall accrue as follows:

<u>Years of Service</u>	<u>No. of Work Days/Month</u>	<u>No. of Work Days/Year</u>
0-4	1.0	12
5-9	1.5	18
10-14	1.75	21
15 & over	2.0	24

- 1. Unit employees shall be allowed to accrue up to a maximum of 300 hours of vacation leave.

- B. Association employees who work less than full-time shall be credited vacation on a pro-rated basis.

ARTICLE 5 – VACATION BUY BACK

- A. Unit employees who have taken a minimum of 80 hours of Vacation Leave during the previous calendar year will be eligible for Vacation Buy-Back of up to twenty (20) hours per year.
 - 1. City will notify each employee by February 15 of each calendar year of eligibility to buy back vacation hours. Employee will have the option to receive payment for selected amount of vacation leave hours or decline this benefit. Eligible employees who choose to sell back their vacation leave hours will receive payment before March 31 of the calendar year.

ARTICLE 6 - HOLIDAYS:

- A. Holidays shall be as provided in the City of Selma Personnel Rules and Regulations, Rule XIV, Section 4, except that Admission Day shall be celebrated on the Friday following Thanksgiving Day. Further, City shall celebrate the Birthday of Martin Luther King Jr. on the third Monday of January.
- B. Four (4) hours on Christmas Eve day and four (4) hours on New Years Eve day shall continue to be observed as one holiday and is added to the list contained in said Personnel Rules. If Christmas Eve and New Year's Eve fall on Saturday or Sunday, the two holidays shall be observed on the preceding Fridays.
- C. The employee's Birthday holiday and the Lincoln's Birthday floating holiday may be deferred but should be used within one year of the particular holiday. In the event that two year's accrual (or 16 hours) of the holiday are banked for either floating holiday, the employee will need to take at least eight hours of floating holiday time off as soon as possible. If time off is not possible or practical, the City agrees to pay the employee up to 16 hours of holiday pay. Under no circumstances will an eligible employee lose an accrued floating holiday/holiday pay. The scheduling of the Employee floating holidays shall be subject to approval of the employee's department head.

ARTICLE 7 - SICK LEAVE:

Sick leave shall accrue to employees of Association in accordance with the pertinent provisions of the City of Selma Personnel Rules and Regulations.

- A. Sick Leave Incentive: Each eligible employee shall be entitled to pay for a

portion of earned sick leave credits on an annual basis, as follows:

1. First Tier: In order to be eligible for this incentive, Employee must have a minimum of 60 days (480 hours) of sick leave credit by the deadline date of November 1st. During the following twelve month period, employee will be able to continue accruing sick leave and will be eligible to receive Sick Leave Incentive.
 - a. At the end of each year, City agrees to pay each eligible employee with at least 480 hours of accrued sick leave credit up to 50% of sick leave earned during the previous 12-month period (November 1-October 31) henceforth referred to as the "benefit period". Regular, full-time employees earn twelve days of sick leave during the benefit period. If no sick leave is used during the benefit period, employee will receive payment for six days. If sick leave credits are used by the employee during the benefit period, employee is eligible for pay for 50% of the unused sick leave credits remaining over and above 480 hours. For example:

An employee who has 480 hours of sick leave credit at the beginning of the benefit period earns 96 hours (12 days) and uses eight days of sick leave during the benefit period. Employee is eligible to receive payment for 50% of the unused four days (two days of pay).
 - b. This benefit is not cumulative or retroactive and the employee must decide and declare annually whether to accept payment or receive sick leave credit. Any sick leave not paid for will continue to be credited for the employee's benefit to a maximum of 120 days.
 - c. Payment to eligible employees shall be made by City annually in the month of December.
2. Second Tier: City agrees to pay each employee, who has accumulated 120 days (960 hours) of sick leave credit, 100% of sick leave credits earned but unused during the following twelve month period (which exceed the 960 hour sick leave accrual limit). When employee's sick leave has reached the maximum accrual of 960 hours, employee shall register the date with the Finance Department. Employee will then be allowed to register (but not accrue) the equivalent of eight additional hours per month, or 96 hours during the following twelve month period, for purposes of this benefit only. Employee would be eligible to receive payment for a maximum of 96 hours.

- a. If employee uses sick leave during the 12 month period in which sick leave is being registered, sick leave hours shall first be deducted from any registered hours above the 960 hour maximum. Employee shall then be eligible to receive sick leave incentive for any hours that are still registered, but unused.
 - b. If employee uses more sick leave than those that have been registered above the 960 maximum, those sick leave hours would then be deducted from the 960 hour balance. Employee shall no longer be eligible for this sick leave incentive until employee has once again reached the 960 hour maximum. Employee shall then register the new date and start again to register additional sick leave hours.
 - c. At the conclusion of the 12 month period, employee shall have the option of receiving sick leave incentive payment immediately, or waiting until December to receive payment with other employees.
 3. Employees who terminate employment with the City, for any reason, during the year specified for the benefit, are not eligible for this benefit.
- B. Family Sick Leave: Association employees covered by this MOU may use any or all of their regular sick leave accrual per calendar year (up to twelve days) for family sick leave. All conditions and restrictions pertaining to the use of sick leave by the employee as provided in the City of Selma Personnel Rules and Regulations shall also apply to the use of family sick leave by an employee to attend to an illness of the employee's eligible family member.
- Note: This provision is separate from federal and state family and medical leaves, which provide leave time for specified situations involving the birth or adoption of a child, or the serious health condition of the employee or the employee's spouse, domestic partner, parent or child. Family Sick Leave may however, be taken in conjunction with family leaves mandated by state or federal law in certain situations.*
- C. Retirement Credit for Unused Sick Leave: Unused accumulated sick leave, for each eligible employee, whose effective date of retirement is within four months of separation from the employer which granted the sick leave credit, and who will receive no compensation or remuneration at all for such sick leave, shall be credited at retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by employer. This benefit is provided pursuant to Government Code Section 20965, Public Employee's Retirement Law.

ARTICLE 8 - INSURANCE BENEFITS:

A. Benefit for Employees with Ten or More Years of Service

1. The City agrees to provide 100% of the maximum premium allowances for health (which includes chiropractic), dental, vision, and life insurance for individuals who have been employed by the City in a regular employment capacity for more than ten (10) years. The employee will become eligible for this provision the calendar year following the employee's tenth anniversary of their hire date or eligibility date. Employees hired or eligible for health insurance benefits for less than 10 years shall receive 90% of the maximum allowances for the following calendar year.

Example: A regular employee who was hired or became eligible for health insurance benefits during the 2007 calendar year will become eligible for 100% of the maximum premium allowances starting with the 2018 calendar year. All years prior to the 2018 calendar year, the employee will receive 90% of the maximum premium allowances.

B. Flexible Benefits Plan

A Flexible Benefits Plan has been implemented which allows all employees to select from the available choices of health plans (which includes chiropractic), plus dental, vision and life insurance. The Flexible Benefits Plan allows the employees to pay for these benefits using pre-tax dollars. Applicable premium amounts for all health, dental, vision and life insurance plans shall be deducted from the employees' bi-weekly paychecks. The plan is administered by an insurance company selected by the City and is subject to all IRS rules and regulations.

C. In Lieu of Health Insurance Benefit:

Employees choosing not to enroll in a health insurance plan may receive an "in lieu of benefit" of \$300 per month. This amount may be used to purchase other insurance options offered by the City at the time of implementation or hire, may be contributed to the employee's 457 Tax Deferred Compensation account and/or received as non-PERSable taxable income. The In Lieu of Benefit shall apply only to the health insurance benefits. Employees choosing not to enroll in the dental, vision or basic life insurance plans will not receive the premium amounts in their flexible spending accounts, nor shall they receive an "in lieu of benefit" for declining these benefits.

D. Health Insurance:

1. Effective August 1, 2001, by Resolution of the Selma City Council, the City of Selma joined the CalPERS Health Plan System. CalPERS offers each eligible City of Selma employee his or her personal choice of four Health Maintenance Organization (HMO) plans, as well as three

Preferred Provider (PPO) plans. The health insurance plans sponsored by CalPERS offer hospitalization, medical, chiropractic and prescription coverage to all eligible employees and dependents. CalPERS continues to offer a choice of its HMO and PPO plans.

2. During the term of this MOU, the City shall provide the opportunity to select hospitalization, medical, chiropractic and prescription drug benefits to each eligible employee represented by Association. Provisions of all available health insurance plans are provided to each employee at the time of implementation or hire, and are available in the Human Resources Department. An eligible employee and dependent shall be as defined by the insurance provider and the Patient Protection and Affordable Care Act 2010 which mandated that a group health plan that offers dependent coverage for children shall continue to make such coverage available for eligible dependent children until the age of 26.
3. Maximum Premium Allowance for Health Insurance
The City shall create a low and a high maximum allowance (cap) for each employee, based on the two premiums for the health insurance plans that have the lowest premiums, for each calendar year. The maximum allowances (caps) include the required contribution per covered employee by the City to CalPERS Health Plan (Senate Bill 1464, Chapter 896, Date 09/26/02).
4. City agrees to reopen MOU if the CalPERS Premium Rates increase significantly and/or prior to any proposed change in the above-established procedures.

E. Dental Insurance:

City shall provide the opportunity to select Dental benefits to each eligible employee represented by Association. Provisions of the Dental Plan are provided to each employee at the time of implementation or hire, and are available in the Human Resources Department. Under the Patient Protection and Affordable Care Act 2010 stand-alone Dental plans were exempted from the mandate to offer coverage to eligible dependents until the age of 26 years old regardless of their student status. The City of Selma elected to continue to require that dependents between the ages of 19 and 23 be fulltime students to be eligible for coverage under the City's Dental plan. Therefore, to qualify for Dental Insurance, dependent children between the ages of 19-23 must meet all eligibility requirements and must provide proof of full-time student status at the onset of each semester to be covered.

1. Maximum Premium Allowance for Dental Insurance
The City shall create a maximum allowance (cap) based on the dental insurance premium for each calendar year.

F. Vision Insurance:

City shall provide the opportunity to select Vision benefits to each eligible employee and dependent represented by Association. Provisions of the Vision Plan are provided to each employee at the time of implementation or hire, and are available in the Human Resources Department. Under the Patient Protection and Affordable Care Act 2010 stand-alone Vision plans were exempted from the mandate to offer coverage to eligible dependents until the age of 26 years old regardless of their student status. The City of Selma elected to continue to require that dependents between the ages of 19 and 23 be fulltime students to be eligible for coverage under the City's Vision plan. Therefore, to qualify for Vision insurance, dependent children between the ages of 19-23 must meet all eligibility requirements and must provide proof of full-time student status at the onset of each semester to be covered.

1. Maximum Premium Allowance for Vision Insurance

The City shall create a maximum allowance (cap) based on the vision insurance premium for each calendar year.

G. Life & AD&D Insurance:

City shall continue to provide each employee in Association the opportunity to select \$100,000 group life and accidental death and dismemberment insurance, with the beneficiary designated by the employee.

1. Maximum Premium Allowance for Life Insurance

The City shall create a maximum allowance (cap) for each employee, based on the life insurance premium for each calendar year.

H. Long Term Disability (LTD) Insurance

City shall provide Long Term Disability Insurance for each eligible employee of the Association, the benefits as set forth in the Group Long Term Disability Income Insurance Certificate issued by Sun Life Financial, which has been distributed to each eligible employee.

1. City shall provide LTD Insurance at its cost to each eligible employee of the Association. Eligibility requirements are determined by the company issuing the coverage.

I. Retiree Privilege:

Effective August 1, 2001, all retirees of the City of Selma have the opportunity to enroll in an appropriate CalPERS Health Plan of their choice. The City of Selma has agreed, by City Council Resolution, to contribute the required amount per Senate Bill 1464 per month. The balance of each retiree's premium shall be deducted from the annuitant's retirement check as handled by the CalPERS Retirement System.

J. Annual Review:

Both City and Association are fully aware of increasing health benefit costs. Association agrees to work cooperatively with City in doing everything possible to contain said costs to the City, including but not limited to continual review of the scope of coverage provided employees, as well as continual research into comparable but less expensive health plans. City and Association acknowledge the necessity for reviewing health plans prior to the expiration of each year's health insurance contract and agree to do so at the appropriate time.

ARTICLE 9 - STATE DISABILITY INSURANCE (SDI):

City agrees that employees may secure disability coverage at the sole expense of the employee. City shall provide access to State Disability Insurance (SDI) to employees in Association and reserves the right to extend coverage privileges to all employees of the City, including this Association.

ARTICLE 10 - RETIREMENT:

- A. For Association employees that are considered "classic" Miscellaneous members of CalPERS pursuant to the Public Employees' Pension Reform Act (PEPRA), the City shall continue to provide the CalPERS Miscellaneous 2.7% @ 55 Retirement Plan. The employees' share of the contributions shall be fully vested in each employee's name in accordance with CalPERS policies. Classic Miscellaneous employees shall continue to contribute the full 8% of compensation earnable member contribution.
- B. For Association employees that are considered "new" Miscellaneous members of the Public Employees Retirement System (PERS), pursuant to the Public Employees' Pension Reform Act (PEPRA) of 2013, the City shall provide the CalPERS Miscellaneous 2% @ 62 Retirement Plan. Under the PEPRA all "new" Miscellaneous members of the Public Employees Retirement System (PERS) will be required to contribute at least 50% of the total normal cost of the retirement plan, as determined by CalPERS.

ARTICLE 11 - PART-TIME EMPLOYEES:

Employees whose positions are listed in Article 1 of this MOU are hereby recognized as Regular Employees and members of the Competitive Service as provided in the City of Selma Personnel Rules and Regulations. Association employees who work less than full time (40 hours scheduled work week) shall be entitled to certain pro rata benefits by the ratio that their actual scheduled work week bears to a full-time work week, i.e. 30 (hours worked) to 40 (hours full-time) or three-fourths (3/4), if they meet the following eligibility requirements. Eligibility for insurance benefits for part-time employees shall be defined by City's agreements with carriers. Enrollment in PERS Retirement requires a minimum of 1000

hours of work per year.

ARTICLE 12 - TEMPORARY WORK IN A HIGHER JOB CLASSIFICATION

Employees represented by this Association may be assigned to temporarily work in higher position classifications. Typical reasons for such assignments would include the sudden resignation or other long-term absence of a mid-manager within their department. To qualify for the following benefit, the assignment would require the employee to perform the majority of the essential functions of the higher position in addition to the essential functions of his or her regular position. In this event, City and Association agree to the following:

- A. The City shall provide a pay differential of at least 5% or Step A of the higher classification. The employee shall receive the highest pay rate as provided by this section. The determination of who is qualified for, and formally assigned to the higher capacity shall remain at the discretion of the Department Head with final approval of the City Manager.

ARTICLE 13 - TEMPORARY ASSISTANCE

Employees represented by this Association understand that they may be called upon to assume greater duties and responsibilities for a short duration of time. Typical reasons for added responsibilities would be the temporary absence of a co-worker or a vacated position for which the employee has received training and experience. City and Association agree that the need for employees to assist each other and the department at such times is inevitable. For temporarily performing the duties customarily handled by another employee within the same or similar job classification, Association and City agree that there shall be no additional compensation.

ARTICLE 14 - ASSUMING ESSENTIAL FUNCTIONS OF A DISCONTINUED JOB CLASSIFICATION

From time to time, the City of Selma may determine that a particular job classification has no further purpose, or that the reason for the position has diminished sufficiently to warrant non-replacement of staff in the event the incumbent vacates the position.

If there is a discontinuation of an established job classification, certain essential functions of the vacated position may be assigned to employees in other job classifications. In this event,

City and Association acknowledge the following:

- 1) that certain duties and responsibilities require greater knowledge, technical expertise and abilities than others.
- 2) that employees within this Association who assume essential functions and/or added responsibilities from a discontinued position should be compensated

fairly and equitably.

- 3) Job descriptions for positions which have assumed one or more of the essential functions of a discontinued position should be amended as soon as possible, if the assumption of these duties will be a permanent part of the job description. In this event, City and Association agree to the following:
 - A. To qualify for additional compensation, the new responsibilities being assumed by the employee must have been an essential function of the discontinued position. The function must have been either included in the established job description or have been recognized as an integral part of the duties of that classification.
 - B. The employee must possess the general and specialized job knowledge and abilities as contained in the Essential Responsibilities section of the discontinued job description.
 - C. The employee must possess some degree of Education and Experience, as contained within the Prerequisite section of the discontinued job description.
 - D. The employee must possess the required Licenses, Registrations, Accreditation, Etc. as contained within the discontinued job description for those functions that are applicable.
 1. The determination of who is qualified for, and formally assigned to assume the essential functions shall remain at the discretion of the Department Head with final approval of the City Manager.
 2. The City shall provide a pay differential based upon the following criteria:
 - a. Percentage of time involved in performing the assumed functions, over and above the regular functions of the employee's job classification
 3. The salary of the discontinued job classification shall be considered, and the amount that the employee shall receive in additional pay shall be determined based on the criteria above.
 - a. That proportion of the employee's work time (in equivalent salary) in which the employee will no longer be performing the essential functions of his own position will first be deducted from his established salary.

- b. The proportion of the employee's work time (in equivalent salary) in which the employee is now required to perform the new responsibilities shall be added, based on the A-Step of the established salary range. This will establish the employee's new temporary salary for as long as he continues to perform the additional duties.

Example: It is determined that an employee shall assume a new essential responsibility of a discontinued job classification. After careful analysis, it is determined that the employee will spend approximately 20 percent (20%) of his work time on these new duties. Therefore 20% of the employee's regular salary will first be deducted from the established salary of his regular position. Then 20% of the Discontinued Job Classification Salary at the A Step will be added to his pay. This will become the new temporary salary rate for this employee.

- c. This bonus pay does not affect the established salary range for the employee's regular position. It is simply computed for the period of time that the employee continues to assume the added essential functions, and will discontinue if the position is reinstated and filled.
- d. Overtime pay shall be computed on the new temporary hourly pay rate.
- e. If the salary for the discontinued job classification is less than the employee is currently earning, there will be no additional compensation, nor reduction in pay.

ARTICLE 15 – OVERTIME/COMPENSATORY TIME:

Association employees shall be paid one and one-half their base hourly pay for those hours actually worked over and above a regular eight (8) hour shift. If actual work hours exceed forty (40) in the seven consecutive day work period (coinciding with City's established pay period), overtime rates shall also apply, according to the Fair Labor Standards Act. (FLSA). Any paid or unpaid leave hours used during the same eight (8) hour shift or work period shall not be included as "hours worked" in computing daily or FLSA overtime.

Example: An employee worked four hours on Saturday, the first day of the pay period. The employee also worked eight hours per day, Monday through Friday. Even though the employee did not work over eight hours during any one day, the last four hours on Friday increase the employee's time to over forty (40) hours for the week, and are subject to FLSA overtime

compensation.

- A. City and Association agree that compensation for Overtime work shall be in the form of additional pay or time and one-half "comp time" credits.
- B. City and Association agree that all Overtime work shall be pre-authorized by employees' supervisor. Earned compensatory time off shall only be taken with advance authorization of employees' supervisor.
- C. The maximum non-FLSA and FLSA comp time that employees of this Unit can accrue is 240 hours.

ARTICLE 16 - CALL-BACK COMPENSATION:

Call-Back is defined as the time an Association employee is required to return to work or report to the job for unscheduled or emergency work.

- A. City shall compensate Association employee a minimum of three (3) hours at the established overtime rate for Call-Back, irrespective of the actual time worked.
- B. In the event the task exceeds three (3) hours duration, the total compensation shall be for hours actually worked at the established overtime rates. After the minimum call-back time of three (3) hours is actually worked, work time shall be recorded in increments of one quarter of an hour (15 minutes).

ARTICLE 17 - SPECIAL COMPENSATION:

- A. When City requires an employee covered by this MOU to extend the work day to perform work at a City Council and/or City Commission meeting, the employee shall receive a minimum of three (3) hours at the established overtime rate and may, at his/her option, be paid within the applicable payroll period or accumulate compensatory time off.
- B. In the event the task exceeds three (3) hours duration, the total compensation shall be for hours actually worked at the established overtime rates. After the minimum time of three (3) hours is actually worked, work time shall be recorded in increments of one quarter of an hour (15 minutes).
- C. Above provision shall only apply if said Employee has worked a full eight hours prior to the meeting. Any paid or unpaid leave hours used during the same work shift shall not be included as "hours worked." Actual overtime worked or accrued for that day (including meeting time) shall be compensated at time and one half (1 ½) as stated in paragraph A above.

ARTICLE 18 - TRAINING:

The City and Association mutually agree that continuing training of employees is a benefit to both parties and the City shall, limited by budget appropriations, encourage employees to take special courses and programs of instruction in order to improve productivity through the use of newly learned or improved skills. The City recognizes the need for fully operable, modern, efficient and safe equipment and furnishings.

ARTICLE 19 - EDUCATION INCENTIVE:

- A. City shall grant incentive pay of one percent (1%) per month of an employee's salary to those non-probationary employees who successfully complete or have completed certification, training and/or education in a subject skill or a field of study found by the City Manager to be related to the employee's duties and which will or has made the employee more productive in his/her work. This incentive shall be for training, education or courses that are desired by the Association employee for employee's own professional growth. Training, education or courses qualifying for this incentive shall have the prior recommendation of the Department Head and approval of the City Manager. Incentive Pay shall not be paid for those courses or classes that are arranged and/or paid for by City as part of its commitment to employee training.
- B. A second incentive bonus of one percent (1%) per month of an employee's salary shall be granted to non-probationary employees who successfully complete a second certification, training and/or educational course, using the same criteria as stated in Section A above.
- C. City shall pay 2.5% of the employees' base salary per month to those non-probationary employees who successfully complete an A.A. or A.S. degree in a field of study related to their work with City or with local government in general. City shall pay a bonus of 5% per month to those non-probationary employees who successfully complete a B.A. or B.S. degree - also in a field of study related to their work, or with local government in general. The Personnel Officer shall determine if the curriculum leading to the degree meets the qualifying standards as described in this paragraph.
 - 1. Employees shall receive Education Incentive for the highest level of education received only and shall not be paid for more than one degree as listed in Article C above. If approved by the employee's Department Head and the Personnel Officer, this incentive pay shall become effective upon the date of presentation by the employee of the proper documentation of the completion of coursework. If the copy of diploma/degree does not specify course of study, a certified transcript from the college or university must be included. No course shall be counted for which an employee receives less than a "C" or "Pass"

grade.

- D. Education incentives shall not be paid for a level of education or for skills established as qualifying requirements for employment in a position, nor for such levels of post secondary education attained prior to employment with City.

ARTICLE 20 - UNIFORM ALLOWANCE:

- A. Uniform allowance shall be provided for Police Department employees whose positions are included in this MOU for uniform purchase, replacement and maintenance. Association agrees that same employees are required to wear and maintain regulation police uniforms and civilian clothing is not acceptable work attire. Personnel receiving a uniform allowance shall wear and appear in full uniform for duty or inspection upon order of the Chief of Police.
 - 1. City shall pay Police Employees \$600.00 each year for uniform purchase, replacement and maintenance. Maintenance shall include re-servicing of uniforms that have torn, as well as keeping uniforms clean.
- B. Uniform allowance shall be provided for the positions of Code Enforcement Officer and Fire Inspector/Code Enforcement Officer for uniform purchase, replacement and maintenance. Employees in these position will be required to wear and maintain police type regulation uniform with City arm patches. On days when an informal uniform is warranted, employees may wear a uniform of cotton slacks (no jeans) and polo shirt with appropriate City logo. Employees shall wear and appear in full uniform for duty or inspection upon order of the Community Development Director.
 - 1. City shall pay Code Enforcement Officer and Fire Inspector/Code Enforcement Officer \$600 each year for uniform purchase, replacement and maintenance. Maintenance shall include re-servicing of uniforms that have torn, as well as keeping uniforms clean.
- C. City shall provide Building Inspector with polo shirts and jacket, all with City of Selma logo. Shirts and jackets will be provided only as needed upon request of Building Inspector. City shirt must be worn with cotton slacks or jeans in good condition. City ID must be worn and visible at all times.
- D. City shall provide \$250 per year to Code Enforcement Officer, Fire Inspector/Code Enforcement Officer and Building Inspector for the purchase of appropriate work boots.
- E. City agrees to make quarterly uniform allowance payments on the first payroll

period following the completion of each calendar quarter. Payments shall be made in the months of January, April, July and October. Payments for uniform allowance shall be made as part of the employee's payroll check. For PERS classic members, uniform allowance is subject to PERS withholding but not Social Security, Federal and State withholding. For PERS new members, uniform allowance is not subject to PERS, Social Security, Federal nor State withholding. Uniform allowance payments shall not be included in the base salary rate of employees.

ARTICLE 21 - REVOLVING FUND

- A. City shall provide a revolving fund to assist Employees whose positions are listed in Article 20 with the purchase of uniforms used in the performance of their duties. Purchases under this provision shall be limited to three hundred dollars (\$300) each. Employees using the funds provided herein shall reimburse the City by payroll deduction based on the following formula:

<u>Amount Owed</u>	<u>Monthly Payment</u>
\$1 – \$300.00	\$30.00

- B. City and Association agree that any employee who leaves employment with any amount owed to the revolving fund will pay the City in full within 30 days of separation unless other arrangements are agreed to by both parties in advance of the employee's last day of work.

ARTICLE 22 - BILINGUAL PAY:

Positions represented by this MOU shall be eligible to receive Bilingual Pay (Spanish and Punjabi only). To receive this benefit, the employee will be required to pass an oral competency test administered by an independent party outside the employment of the City of Selma. Once certified the employee would receive the bilingual stipend of \$50.00 per month. Bilingual testing will be administered once per fiscal year. Eligible positions and other conditions of this program are included in Administrative Policy 2006-01 "Bilingual Pay Policy and Guidelines."

ARTICLE 23 – RANDOM DRUG AND ALCOHOL TESTING

City and Association agree that all employees covered by this MOU must be at peak physical and mental performance to safely perform the responsibilities of their jobs. Therefore, City and Association agree to participate in the established Random Drug and Alcohol Testing program for all applicable personnel. City and Association agree that the random selection will be performed by an outside agency. City and Association also agree that all drug and alcohol testing shall meet NIDA requirements and shall abide by all other provisions of the City's Drug Free Workplace Policy.

ARTICLE 24 - GRIEVANCE:

A Grievance is a complaint involving the application of the terms of the MOU, City rules and regulations or any action taken against an employee. A Grievance Procedure's purpose is to encourage City and its employees to solve difficulties and problems at the lowest possible administrative and/or supervisory level. An informal discussion or meeting between parties to bring difficult issues to light will usually result in the resolution of the situation. However, if an employee chooses to use the Grievance Procedure, it shall be incumbent upon the parties to follow the procedures expressly.

A Grievance should not be considered the same as the Appeal process before the Personnel Commission which may be filed in accordance with the City of Selma Personnel Rules and Regulations, Rule XII, for issues relative to those defined in said Resolution and City of Selma (Personnel) Ordinance No. 812, Chapter 2-2-4.

ARTICLE 25 - ADOPTION OF AGREEMENT AND AMENDING PROCEDURE:

- A. This MOU shall be deemed adopted and binding effectively terminating negotiations during its term upon approval and subscription of the Association and City.
- B. If either Association or City desires to modify or change this MOU during its term, said party shall serve written notice on the other party, setting forth the nature of the proposed modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of proposal.
- C. No presently existing benefit, whether monetary or otherwise, may be reduced below its present level during the term of this MOU, except as agreed to in this MOU.

ARTICLE 26 - SAVINGS CLAUSE:

- A. This MOU is the entire agreement of the parties, terminating all prior MOU's and concluding all negotiation during the term of this MOU, except as provided in Article 8. The parties hereto may, from time to time meet to discuss the administration of this MOU.
- B. Should any provisions of this MOU be found to be in contravention of any federal or State Law, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this MOU shall remain in force and effect. The parties hereto shall negotiate any provision found to be in contravention of State or Federal Law.

ARTICLE 27 - TERM:

This Memorandum of Understanding shall remain in effect for a period commencing July 1, 2019 and ending June 30, 2022, subject to appropriate modifications by mutual agreement of the parties.

ARTICLE 28 - APPROVALS:

DATE: July 1, 2019

"CITY"

"ASSOCIATION"

Secretarial, Technical, Clerical Association
(STCA)

BY: _____

Teresa Gallavan
City Manager/Municipal
Employees Relations Officer

BY: _____

Representative

BY: _____

Representative

BY: _____

Representative

BY: _____

Representative

EXHIBIT A

**MOU INCREASE
SECRETARIAL, TECHNICAL & CLERICAL
EFFECTIVE JUNE 22, 2019**

Position	A	B	C	D	E
Account Clerk II					
Monthly	3,148.00	3,305.00	3,470.00	3,644.00	3,826.00
Biweekly	1,452.92	1,525.38	1,601.54	1,681.85	1,765.85
Hourly	18.16	19.07	20.02	21.02	22.07
Administrative Assistant					
Monthly	3,373.00	3,542.00	3,719.00	3,905.00	4,100.00
Biweekly	1,556.77	1,634.77	1,716.46	1,802.31	1,892.31
Hourly	19.46	20.43	21.46	22.53	23.65
Arts Center Coordinator					
Monthly	3,014.00	3,165.00	3,323.00	3,489.00	3,663.00
Biweekly	1,391.08	1,460.77	1,533.69	1,610.31	1,690.62
Hourly	17.39	18.26	19.17	20.13	21.13
Assistant Planner/Housing Rehab Specialist					
Monthly	4,254.00	4,467.00	4,690.00	4,925.00	5,171.00
Biweekly	1,963.38	2,061.69	2,164.62	2,273.08	2,386.62
Hourly	24.54	25.77	27.06	28.41	29.83
Associate Planner					
Monthly	4,609.00	4,839.00	5,081.00	5,335.00	5,602.00
Biweekly	2,127.23	2,233.38	2,345.08	2,462.31	2,585.54
Hourly	26.59	27.92	29.31	30.78	32.32
Building Inspector					
Monthly	4,019.00	4,220.00	4,431.00	4,653.00	4,886.00
Biweekly	1,854.92	1,947.69	2,045.08	2,147.54	2,255.08
Hourly	23.19	24.35	25.56	26.84	28.19
Building-Planning Technician					
Monthly	3,728.00	3,914.00	4,110.00	4,316.00	4,532.00
Biweekly	1,720.62	1,806.46	1,896.92	1,992.00	2,091.69
Hourly	21.51	22.58	23.71	24.90	26.15
Clerical Assistant II					
Monthly	2,915.00	3,061.00	3,214.00	3,375.00	3,544.00
Biweekly	1,345.38	1,412.77	1,483.38	1,557.69	1,635.69
Hourly	16.82	17.66	18.54	19.47	20.45
Code Enforcement Officer					
Monthly	3,522.00	3,698.00	3,883.00	4,077.00	4,281.00
Biweekly	1,625.54	1,706.77	1,792.15	1,881.69	1,975.85
Hourly	20.32	21.33	22.40	23.52	24.70

EXHIBIT A

Position	A	B	C	D	E
Fire Inspector/Code Enforcement					
Monthly	3,797.00	3,987.00	4,186.00	4,395.00	4,615.00
Biweekly	1,752.46	1,840.15	1,932.00	2,028.46	2,130.00
Hourly	21.91	23.00	24.15	25.36	26.63
Information System Technician					
Monthly	4,141.00	4,348.00	4,565.00	4,793.00	5,033.00
Biweekly	1,911.23	2,006.77	2,106.92	2,212.15	2,322.92
Hourly	23.89	25.08	26.34	27.65	29.04
Police Clerk I					
Monthly	2,818.00	2,959.00	3,107.00	3,262.00	3,425.00
Biweekly	1,300.62	1,365.69	1,434.00	1,505.54	1,580.77
Hourly	16.26	17.07	17.93	18.82	19.76
Police Clerk II					
Monthly	2,959.00	3,107.00	3,262.00	3,425.00	3,596.00
Biweekly	1,365.69	1,434.00	1,505.54	1,580.77	1,659.69
Hourly	17.07	17.93	18.82	19.76	20.75
Recreation Coordinator					
Monthly	3,014.00	3,165.00	3,323.00	3,489.00	3,663.00
Biweekly	1,391.08	1,460.77	1,533.69	1,610.31	1,690.62
Hourly	17.39	18.26	19.17	20.13	21.13

EXHIBIT A

**MOU INCREASE
SECRETARIAL, TECHNICAL & CLERICAL
EFFECTIVE JUNE 20, 2020**

Position	A	B	C	D	E
Account Clerk II					
Monthly	3,258.00	3,421.00	3,592.00	3,772.00	3,961.00
Biweekly	1,503.69	1,578.92	1,657.85	1,740.92	1,828.15
Hourly	18.80	19.74	20.72	21.76	22.85
Administrative Assistant					
Monthly	3,491.00	3,666.00	3,849.00	4,041.00	4,243.00
Biweekly	1,611.23	1,692.00	1,776.46	1,865.08	1,958.31
Hourly	20.14	21.15	22.21	23.31	24.48
Arts Center Coordinator					
Monthly	3,119.00	3,275.00	3,439.00	3,611.00	3,792.00
Biweekly	1,439.54	1,511.54	1,587.23	1,666.62	1,750.15
Hourly	17.99	18.89	19.84	20.83	21.88
Assistant Planner/Housing Rehab Specialist					
Monthly	4,403.00	4,623.00	4,854.00	5,097.00	5,352.00
Biweekly	2,032.15	2,133.69	2,240.31	2,352.46	2,470.15
Hourly	25.40	26.67	28.00	29.41	30.88
Associate Planner					
Monthly	4,770.00	5,009.00	5,259.00	5,522.00	5,798.00
Biweekly	2,201.54	2,311.85	2,427.23	2,548.62	2,676.00
Hourly	27.52	28.90	30.34	31.86	33.45
Building Inspector					
Monthly	4,160.00	4,368.00	4,586.00	4,815.00	5,056.00
Biweekly	1,920.00	2,016.00	2,116.62	2,222.31	2,333.54
Hourly	24.00	25.20	26.46	27.78	29.17
Building-Planning Technician					
Monthly	3,858.00	4,051.00	4,254.00	4,467.00	4,690.00
Biweekly	1,780.62	1,869.69	1,963.38	2,061.69	2,164.62
Hourly	22.26	23.37	24.54	25.77	27.06
Clerical Assistant II					
Monthly	3,017.00	3,168.00	3,326.00	3,492.00	3,667.00
Biweekly	1,392.46	1,462.15	1,535.08	1,611.69	1,692.46
Hourly	17.41	18.28	19.19	20.15	21.16
Code Enforcement Officer					
Monthly	3,645.00	3,827.00	4,018.00	4,219.00	4,430.00
Biweekly	1,682.31	1,766.31	1,854.46	1,947.23	2,044.62
Hourly	21.03	22.08	23.18	24.34	25.56

EXHIBIT A

Position	A	B	C	D	E
Fire Inspector/Code Enforcement					
Monthly	3,930.00	4,127.00	4,333.00	4,550.00	4,778.00
Biweekly	1,813.85	1,904.77	1,999.85	2,100.00	2,205.23
Hourly	22.67	23.81	25.00	26.25	27.57
Information System Technician					
Monthly	4,286.00	4,500.00	4,725.00	4,961.00	5,209.00
Biweekly	1,978.15	2,076.92	2,180.77	2,289.69	2,404.15
Hourly	24.73	25.96	27.26	28.62	30.05
Police Clerk I					
Monthly	2,917.00	3,063.00	3,216.00	3,377.00	3,546.00
Biweekly	1,346.31	1,413.69	1,484.31	1,558.62	1,636.62
Hourly	16.83	17.67	18.55	19.48	20.46
Police Clerk II					
Monthly	3,063.00	3,216.00	3,377.00	3,546.00	3,723.00
Biweekly	1,413.69	1,484.31	1,558.62	1,636.62	1,718.31
Hourly	17.67	18.55	19.48	20.46	21.48
Recreation Coordinator					
Monthly	3,119.00	3,275.00	3,439.00	3,611.00	3,792.00
Biweekly	1,439.54	1,511.54	1,587.23	1,666.62	1,750.15
Hourly	17.99	18.89	19.84	20.83	21.88

EXHIBIT A

**MOU INCREASE
SECRETARIAL, TECHNICAL & CLERICAL
EFFECTIVE JUNE 19, 2021**

Position	A	B	C	D	E
Account Clerk II					
Monthly	3,356.00	3,524.00	3,700.00	3,885.00	4,079.00
Biweekly	1,548.92	1,626.46	1,707.69	1,793.08	1,882.62
Hourly	19.36	20.33	21.35	22.41	23.53
Administrative Assistant					
Monthly	3,596.00	3,776.00	3,965.00	4,163.00	4,371.00
Biweekly	1,659.69	1,742.77	1,830.00	1,921.38	2,017.38
Hourly	20.75	21.78	22.88	24.02	25.22
Arts Center Coordinator					
Monthly	3,213.00	3,374.00	3,543.00	3,720.00	3,906.00
Biweekly	1,482.92	1,557.23	1,635.23	1,716.92	1,802.77
Hourly	18.54	19.47	20.44	21.46	22.53
Assistant Planner/Housing Rehab Specialist					
Monthly	4,535.00	4,762.00	5,000.00	5,250.00	5,513.00
Biweekly	2,093.08	2,197.85	2,307.69	2,423.08	2,544.46
Hourly	26.16	27.47	28.85	30.29	31.81
Associate Planner					
Monthly	4,913.00	5,159.00	5,417.00	5,688.00	5,972.00
Biweekly	2,267.54	2,381.08	2,500.15	2,625.23	2,756.31
Hourly	28.34	29.76	31.25	32.82	34.45
Building Inspector					
Monthly	4,285.00	4,499.00	4,724.00	4,960.00	5,208.00
Biweekly	1,977.69	2,076.46	2,180.31	2,289.23	2,403.69
Hourly	24.72	25.96	27.25	28.62	30.05
Building-Planning Technician					
Monthly	3,974.00	4,173.00	4,382.00	4,601.00	4,831.00
Biweekly	1,834.15	1,926.00	2,022.46	2,123.54	2,229.69
Hourly	22.93	24.08	25.28	26.54	27.87
Clerical Assistant II					
Monthly	3,108.00	3,263.00	3,426.00	3,597.00	3,777.00
Biweekly	1,434.46	1,506.00	1,581.23	1,660.15	1,743.23
Hourly	17.93	18.83	19.77	20.75	21.79
Code Enforcement Officer					
Monthly	3,754.00	3,942.00	4,139.00	4,346.00	4,563.00
Biweekly	1,732.62	1,819.38	1,910.31	2,005.85	2,106.00
Hourly	21.66	22.74	23.88	25.07	26.33

EXHIBIT A

Position	A	B	C	D	E
Fire Inspector/Code Enforcement					
Monthly	4,048.00	4,250.00	4,463.00	4,686.00	4,920.00
Biweekly	1,868.31	1,961.54	2,059.85	2,162.77	2,270.77
Hourly	23.35	24.52	25.75	27.03	28.38
Information System Technician					
Monthly	4,415.00	4,636.00	4,868.00	5,111.00	5,367.00
Biweekly	2,037.69	2,139.69	2,246.77	2,358.92	2,477.08
Hourly	25.47	26.75	28.08	29.49	30.96
Police Clerk I					
Monthly	3,005.00	3,155.00	3,313.00	3,479.00	3,653.00
Biweekly	1,386.92	1,456.15	1,529.08	1,605.69	1,686.00
Hourly	17.34	18.20	19.11	20.07	21.08
Police Clerk II					
Monthly	3,155.00	3,313.00	3,479.00	3,653.00	3,836.00
Biweekly	1,456.15	1,529.08	1,605.69	1,686.00	1,770.46
Hourly	18.20	19.11	20.07	21.08	22.13
Recreation Coordinator					
Monthly	3,213.00	3,374.00	3,543.00	3,720.00	3,906.00
Biweekly	1,482.92	1,557.23	1,635.23	1,716.92	1,802.77
Hourly	18.54	19.47	20.44	21.46	22.53

**CITY MANAGER'S/STAFF'S REPORT
REGULAR CITY COUNCIL MEETING DATE:**

July 1, 2019

ITEM NO: 1.d.

SUBJECT: Consideration of a Resolution Approving a Memorandum of Understanding between the City of Selma and the Public Works and Transit Maintenance Employees for the Period of July 1, 2019 through June 30, 2022

DISCUSSION: The City Manager, in her role as Municipal Employee Relations Officer has met and conferred in good faith with representatives from the Public Works and Transit Maintenance Employee Unit.

Both parties have agreed upon the terms and conditions as provided in the enclosed Memorandum of Understanding. The terms that were negotiated and agreed upon are as follows:

Term: Three-year contract – July 1, 2019 through June 30, 2022

Salary Increases:

4% pay increase first year - effective no sooner than the pay period that includes July 1, 2019 and only after the first pay period on a go forward basis (no retroactivity) after ratification by the Unit and approval by the City Council.

3.5% pay increase second year – effective the pay period that includes July 1, 2020.

3% pay increase third year – effective the pay period that includes July 1, 2021.

457 Deferred Compensation Plan: City will match employee's contribution up to \$100 per month.

Class B or Higher Driver's License: Employees with a Class B or higher driver's license will receive an additional allowance of \$100 per month.

Vacation Accrual Cap: Increase maximum accrual cap from 256 hours to 300 hours.

Vacation Buy Back: Employee eligible to buy back up to 20 hours of vacation.

It is hereby requested that the City Council adopt the Resolution approving the MOU.

RECOMMENDATION: Adopt the Resolution approving the 2019-22 Public Works and Transit Maintenance Employee Memorandum of Understanding.

/s/
Teresa Gallavan, City Manager

6/26/2019
Date

RESOLUTION NO. 2019- ____ R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SELMA AND THE PUBLIC WORKS AND TRANSIT MAINTENANCE
EMPLOYEES FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2022**

WHEREAS, the City Manager has been authorized by Resolution No. 92-56R, adopted June 15, 1992, to represent the City in the meet and confer process with recognized employee organizations; and

WHEREAS, there exists a Public Works and Transit Maintenance Employees bargaining unit in the City, comprised of employees who provide public works and transit maintenance services; and

WHEREAS, the City and the Public Works and Transit Maintenance Employees previously entered into a Memorandum of Understanding ("MOU") which governed the wages, hours, terms, and conditions of employment for the aforementioned employees; and

WHEREAS, the prior MOU expired on June 30, 2019; and

WHEREAS, the Public Works and Transit Maintenance Employees represented by a duly appointed negotiating team, met with the City Manager in her capacity as Municipal Employee Relations Officer and said parties have bargained in good faith; and

WHEREAS, the bargaining parties have mutually agreed upon an MOU to cover the period from July 1, 2019 through June 30, 2022; and

WHEREAS, said MOU has been presented by the City Manager for City Council approval; and

WHEREAS, the City Council is familiar with the terms and provisions of said MOU; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby approves the MOU, attached hereto as Exhibit A, and incorporated herein by reference.

Section 3. The City Manager in her capacity of Municipal Employees Officer is hereby directed to execute said MOU on behalf of the City.

Section 4. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or

inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 1st day of July 2019 by the following roll call vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SELMA

AND

PUBLIC WORKS AND TRANSIT MAINTENANCE EMPLOYEES

FOR THE PERIOD

JULY 1, 2019 THROUGH JUNE 30, 2022

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This Memorandum of Understanding (MOU) is made and entered into between the City of Selma, herein "City" by its City Manager in his/her capacity as the Municipal Employees Relations Officer and the Selma City Public Works and Transit Maintenance Employees, herein "Unit" representing employees of the City who occupy positions in the Classifications listed herein, pursuant to the California Government Code, Section 3500, et seq and RESOLUTION NO. 92-56R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS, approved the 15th day of June, 1992 as these documents are now or hereafter may be modified. City and Unit agree as follows:

ARTICLE 1 - RECOGNITION:

City hereby confirms its continuing recognition of Unit as the bargaining agent for employees of City whose position is in the following Position Classifications:

**Custodian
Equipment Mechanic III
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Transit Fleet Service Coordinator
Transit Mechanic I
Transit Mechanic II
Transit Mechanic III
Transit Shuttle Driver**

The following positions are currently unfilled and/or not included in the 2019-20 Budget. They are only included here for clarification purposes should the need arise to re-establish these job classifications within the effective dates of this Memorandum of Understanding: Equipment Mechanic I, Equipment Mechanic II and Equipment Operator.

City agrees to meet and confer and otherwise deal exclusively with representatives of Unit on all matters relating to the scope of representation pertaining to said employee unit as provided under the above-referenced Resolution and Government Code Sections. In the event Resolution No. 92-56R is modified, the modified Resolution shall apply. The proposed modification shall be submitted to the Unit prior to its adoption, for input.

ARTICLE 2 – SALARIES:

- A. Effective no sooner than the pay period that includes July 1, 2019 and only after the first pay period on a go forward basis (no retroactivity) after ratification by the Unit and approval by the City Council all employees represented by this MOU shall receive a 4% increase in their base salary.
- B. Effective the pay period that includes July 1, 2020, all employees represented by this MOU shall receive a 3.5% increase in their base salary.

- C. Effective the pay period that includes July 1, 2021, all employees represented by this MOU shall receive a 3% increase in their base salary.
- D. Dollar amounts of current ranges of salaries are set forth in Exhibit "A" attached hereto and made a part thereof.

ARTICLE 3 – SPECIAL COMPENSATION

- A. Night Street Sweeping - City agrees to compensate employees operating the street sweeper an additional 5% for street sweeping for time worked during the night and early morning hours preceding the starting time of the regular day shift.
- B. Class B or Higher Driver's License - If an Employee of this Unit possesses a Class B or higher driver's license, the employee shall receive an additional allowance of \$100 per month.

ARTICLE 4 – DEFERRED COMPENSATION:

City agrees to deposit up to one hundred dollars (\$100.00) per month into a tax deferred retirement account voluntarily established by the employee in the employee's name with one of the City's 457 Tax Deferred Compensation Plan that the employee elects. City will match the employee's contribution of up to \$50.00 per pay period (maximum of two pay periods per month) for a maximum of \$100.00 per month. Conditions of said contributions shall be subject to IRS regulations governing such accounts.

ARTICLE 5 – BILINGUAL PAY

Specified position(s) represented by this MOU shall be eligible to receive Bilingual Pay (Spanish and Punjabi only). Those positions are Maintenance Worker I, II and III. To receive this benefit, the employee will be required to pass an oral competency test administered by an independent party outside the employment of the City of Selma. Once certified the employee would receive the bilingual stipend of \$50.00 per month. The established policy states that bilingual testing will be administered once per fiscal year. Other eligible positions and conditions of this program are included in Administrative Policy 2006-01 "Bilingual Pay Policy and Guidelines."

ARTICLE 6 - SICK LEAVE:

- A. Sick leave shall accrue to employees of Unit in accordance with the pertinent provisions of the City of Selma Personnel Rules and Regulations.
- B. Sick Leave Incentive: Each eligible Unit employee shall be entitled to pay for a portion of earned sick leave credits on an annual basis, as follows:
 - 1. First Tier: In order to be eligible for this incentive, Employee must have a

minimum of 60 days (480 hours) of sick leave credit by the deadline date of November 1st. During the following twelve month period, employee will be able to continue accruing sick leave and will be eligible to receive Sick Leave Incentive.

- a. At the end of each year, City agrees to pay each eligible employee with at least 480 hours of accrued sick leave credit up to 50% of sick leave earned during the previous 12-month period (November 1-October 31) henceforth referred to as the "benefit period". Regular, full-time employees earn twelve days of sick leave during the benefit period. If no sick leave is used during the benefit period, employee will receive payment for six days. If sick leave credits are used by the employee during the benefit period, employee is eligible for pay for 50% of the unused sick leave credits remaining over and above 480 hours. For example:

An employee who has 480 hours of sick leave credit at the beginning of the benefit period earns 96 hours (12 days) and uses eight days of sick leave during the benefit period. Employee is eligible to receive payment for 50% of the unused four days (two days of pay).

- b. This benefit is not cumulative or retroactive and the employee must decide and declare annually whether to accept payment or receive sick leave credit. Any sick leave not paid for will continue to be credited for the employee's benefit to a maximum of 120 days.
 - c. Payment to eligible employees shall be made by City annually in the month of December.
2. Second Tier: City agrees to pay each employee, who has accumulated 120 days (960 hours) of sick leave credit, 100% of sick leave credits earned but unused during the following twelve month period (which exceed the 960 hour sick leave accrual limit). When employee's sick leave has reached the maximum accrual of 960 hours, employee shall register the date with the Finance Department. Employee will then be allowed to register (but not accrue) the equivalent of eight additional hours per month, or 96 hours during the following twelve month period, for purposes of this benefit only. Employee would be eligible to receive payment for a maximum of 96 hours.
 - a. If employee uses sick leave during the 12 month period in which sick leave is being registered, sick leave hours shall first be deducted from any registered hours above the 960 hour maximum. Employee shall then be eligible to receive sick leave

incentive for any hours that are still registered, but unused.

- b. If employee uses more sick leave than those that have been registered above the 960 maximum, those sick leave hours would then be deducted from the 960 hour balance. Employee shall no longer be eligible for this sick leave incentive until employee has once again reached the 960 hour maximum. Employee shall then register the new date and start again to register additional sick leave hours.
 - c. At the conclusion of the 12 month period, employee shall have the option of receiving sick leave incentive payment immediately, or waiting until December to receive payment with other employees.
3. Employees who terminate employment with the City, for any reason, during the year specified for the benefit, are not eligible for this benefit.

C. Family Sick Leave:

Regular employees of this Unit shall be allowed up to one half of their annual accrual (48 hours) of regular sick leave per calendar year to attend to the illness of their own spouse, domestic partner, child, or parent. All conditions and restrictions pertaining to the use of sick leave by the employee as provided in the City of Selma Personnel Rules and Regulations shall also apply to the use of family sick leave by an employee to attend to an illness of the employee's eligible family member.

Note: This provision is separate from those family and medical leaves mandated by federal and state laws, which provide leave time for specified situations involving the birth or adoption of a child, or the serious health condition of the employee or the employee's spouse, domestic partner, parent or child. Family Sick Leave may however, be taken in conjunction with family leaves mandated by state or federal family laws in certain situations.

- D. Retirement Credit for Unused Sick Leave: Unused accumulated sick leave, for each eligible employee, at the time of retirement for which there is no compensation or remuneration at all to the employee, will be converted to additional service credit at a rate of 0.004 year of service credit for each day of sick leave. This benefit is provided pursuant to Government Code Section 20965 of the Public Employee's Retirement Law.

ARTICLE 7 - INSURANCE BENEFITS

A. Benefit for Employees with Ten or More Years of Service

1. The City agrees to provide 100% of the maximum premium allowances for health (which includes chiropractic), dental, vision, and life insurance

for individuals who have been employed by the City in a regular employment capacity for more than ten (10) years. The employee will become eligible for this provision the calendar year following the employee's tenth anniversary of their hire date or eligibility date. Employees hired or eligible for health insurance benefits for less than 10 years shall receive 90% of the maximum allowances for the following calendar year.

Example: A regular employee who was hired or became eligible for health insurance benefits during the 2007 calendar year will become eligible for 100% of the maximum premium allowances starting with the 2018 calendar year. All years prior to the 2018 calendar year, the employee will receive 90% of the maximum premium allowances.

B. Flexible Benefits Plan

A Flexible Benefits Plan has been implemented which allows all employees to select from the available choices of health plans (which includes chiropractic), plus dental, vision, and life insurance. The Flexible Benefits Plan allows the employees to pay for these benefits using pre-tax dollars. Applicable premium amounts for all health, dental, vision and life insurance plans shall be deducted from the employees' bi-weekly paychecks. The plan is administered by an insurance company selected by the City and is subject to all IRS rules and regulations.

C. In Lieu of Health Insurance Benefit:

Employees choosing not to enroll in a health insurance plan may receive an "in lieu of benefit" of \$300 per month. This amount may be used to purchase other insurance options offered by the City at the time of implementation or hire, may be contributed to the employee's 457 Tax Deferred Compensation account and/or received as non-PERSable taxable income. The In Lieu of Benefit shall apply only to the health insurance benefits. Employees choosing not to enroll in the dental, vision or basic life insurance plans will not receive the premium amounts in their flexible spending accounts, nor shall they receive an "in lieu of benefit" for declining these benefits.

D. Health Insurance:

1. Effective August 1, 2001, by Resolution of the Selma City Council, the City of Selma joined the CalPERS Health Plan System. CalPERS offers each eligible City of Selma employee his or her personal choice of four Health Maintenance Organization (HMO) plans, as well as three Preferred Provider (PPO) plans. The health insurance plans sponsored by CalPERS offer hospitalization, medical, chiropractic and prescription coverage to all eligible employees and dependents. CalPERS continues to offer a choice of its HMO and PPO plans.
2. During the term of this MOU, the City shall provide the opportunity to select hospitalization, medical, chiropractic and prescription drug benefits

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to each eligible employee represented by Unit. Provisions of all available health insurance plans are provided to each employee at the time of implementation or hire, and are available in the Human Resources Department. An eligible employee and dependent shall be as defined by the insurance provider and the Patient Protection and Affordable Care Act 2010 which mandated that a group health plan that offers dependent coverage for children shall continue to make such coverage available for eligible dependent children until the age of 26.

3. Maximum Premium Allowances for Health Insurance

The City shall create a low and a high maximum allowance (cap) for each employee, based on the two premiums for the health insurance plans that have the lowest premiums, for each calendar year. The maximum allowances (caps) include the required contribution per covered employee by the City to CalPERS Health Plan (Senate Bill 1464, Chapter 896, Date 09/26/02).

4. City agrees to reopen MOU if the CalPERS Premium Rates increase significantly and/or prior to any proposed change in the above-established procedures.

E. Dental Insurance:

City shall provide the opportunity to select Dental benefits to each eligible employee represented by Unit. Provisions of the Dental Plan are provided to each employee at the time of implementation or hire, and are available in the Human Resources Department. Under the Patient Protection and Affordable Care Act 2010 stand-alone Dental plans were exempted from the mandate to offer coverage to eligible dependents until the age of 26 years old regardless of their student status. The City of Selma elected to continue to require that dependents between the ages of 19 and 23 be fulltime students to be eligible for coverage under the City's Dental plan. Therefore, to qualify for Dental Insurance, dependent children between the ages of 19-23 must meet all eligibility requirements and must provide proof of full-time student status at the onset of each semester to be covered.

1. Maximum Premium Allowance for Dental Insurance

The City shall create a maximum allowance (cap) based on the dental insurance premium for each calendar year.

F. Vision Insurance:

City shall provide the opportunity to select Vision benefits to each eligible employee and dependent represented by Unit. Provisions of the Vision Plan are provided to each employee at the time of implementation or hire, and are available in the Human Resources Department. Under the Patient Protection and Affordable Care Act 2010 stand-alone Vision plans were exempted from the mandate to offer coverage to eligible dependents until the age of 26 years old

regardless of their student status. The City of Selma elected to continue to require that dependents between the ages of 19 and 23 be fulltime students to be eligible for coverage under the City's Vision plan. Therefore, to qualify for Vision insurance, dependent children between the ages of 19-23 must meet all eligibility requirements and must provide proof of full-time student status at the onset of each semester to be covered.

1. Maximum Premium Allowance for Vision Insurance

The City shall create a maximum allowance (cap) based on the vision insurance premium for each calendar year.

G. Life and AD&D Insurance:

City shall continue to provide each employee in Unit the opportunity to select \$100,000 group life and accidental death and dismemberment insurance, with the beneficiary designated by the employee.

1. Maximum Premium Allowance for Life Insurance

The City shall create a maximum allowance (cap) for each employee, based on the life insurance premium for each calendar year.

H. Retiree Privilege:

Effective August 1, 2001, all retirees of the City of Selma have the opportunity to enroll in an appropriate CalPERS Health Plan of their choice. The City of Selma has agreed, by City Council Resolution, to contribute the required amount per Senate Bill 1464 per month. The balance of each retiree's premium shall be deducted from the annuitant's retirement check as handled by the CalPERS Retirement System.

I. Annual Review:

Both City and Unit are fully aware of increasing health benefit costs. Unit agrees to work cooperatively with City in doing everything possible to contain said costs to the City, including but not limited to continual review of the scope of coverage provided employees, as well as continual research into comparable but less expensive health plans. City and Unit acknowledge the necessity for reviewing health plans prior to the expiration of each year's health insurance contract and agree to do so at the appropriate time.

ARTICLE 8 - STATE DISABILITY INSURANCE (SDI):

City agrees that employees may secure disability coverage at the sole cost and expense of the employee. The City reserves the right to extend coverage privileges to all employees.

ARTICLE 9 - REGULAR PART-TIME EMPLOYEES' BENEFITS:

Employees whose positions are listed in Article 1 of this MOU and who work on a regular part-time basis are hereby recognized as Regular Employees and members of the Competitive

Service as provided in the City of Selma Personnel Rules and Regulations. Unit employees who work less than full time (40 hours scheduled work week) shall be entitled to pro rata benefits by the ratio that their actual scheduled work week bears to a full-time work week, i.e. 30 (hours actually worked) to 40 hours or three-fourths (3/4). Eligibility for insurance benefits for part-time employees shall be defined by City's agreements with carriers. Enrollment in PERS Retirement requires a minimum of 1000 hours of work per year for enrollment.

ARTICLE 10 - TEMPORARY ASSISTANCE

Employees represented by this Unit understand that they may be called upon to assume greater duties and responsibilities for a short duration of time. Typical reasons for added responsibilities would be the temporary absence of a co-worker or a vacated position for which the employee has received training and experience. City and Unit agree that the need for employees to assist each other and the department at such times is inevitable. For temporarily performing the duties customarily handled by another employee within the same or similar job classification, Unit and City agree that there shall be no additional compensation.

ARTICLE 11 – OVERTIME/COMPENSATORY TIME:

City and Unit agree that compensation for Overtime work shall be in the form of additional pay or time and one-half "comp time" credits as follows:

- A. Unit employees shall be paid overtime at one and one-half times their base hourly pay or choose to accrue comp time credits at one and one-half time for those hours actually worked over and above a regular work shift. If actual hours worked exceed forty (40) hours in the seven consecutive day work period (coinciding with City's established pay period), overtime rates or comp time credits shall also apply, according to the Fair Labor Standards Act (FLSA). Any paid or unpaid leave hours used during the same work shift or work period shall not be included as "hours worked" in computing daily or FLSA overtime pay.

Example: An employee worked four hours on Saturday, the first day of the pay period. The employee also worked their regular work shift per day, Monday through Friday. Even though the employee did not work over their regular work shift during any one day, the last four hours on Friday increase the employee's time to over forty (40) hours for the work period and are subject to overtime compensation or comp time credits.

- 1. The above provision shall apply in all situations except for the individual parks division employee who volunteers or is assigned the regular weekend duty of two hours on Saturday and two hours on Sunday only.
- B. City and Unit agree that all work performed outside of regular work hours must be pre-authorized by employees' supervisor.
- C. Compensatory Time Off:
 - 1. Unit employees agree that all requests for compensatory (comp) time off

will be made at least 48 hours in advance of the day affected by the employees' time off, except in cases of verifiable emergency or hardship. Employees also agree that requests for compensatory time usage of more than one day should be made at least one week in advance.

2. City and Unit agree that compensatory time off should be used for those occasions when the employee needs to be away from the workplace for a variety of reasons. It may also be used in conjunction with certain unpaid leaves that are available through federal and state regulations. The use of compensatory time off may be requested for a short period of time (not less than one-half hour) to a maximum of the employee's compensatory leave balance.
3. City and Unit understand that management has the right and the authority to determine the operations of the department and the available staff needed to accomplish its goals. City and Unit further understand that the management staff will consider all requests for compensatory time off and grant such leave time unless the operations of the department will be substantially and unduly disrupted.
4. The maximum non-FLSA and FLSA comp time that employees of this Unit can accrue is 240 hours.

ARTICLE 12 – STAND-BY PAY:

Effective July 1, 2017 employees represented by this MOU shall be eligible for Stand-by Pay at \$25.00 per day under the following conditions:

- A. Employee has agreed to remain accessible in order to respond to potential emergency situations and has been formally assigned to do so by the Public Works Department Head or the City Manager.
- B. Employee will be eligible to receive Stand-by Pay for Friday, Saturday and Sunday. If the Department's work schedule should change and they return to a full eight hour schedule on Fridays then they would no longer be eligible for Stand-by Pay on Fridays.

ARTICLE 13 - CALL-BACK COMPENSATION:

Call-Back is defined as the time a Unit employee is required to return to work or report to the job for unscheduled or emergency work.

- A. City shall compensate Unit employee a minimum of three (3) hours at the established overtime rate for Call-Back, irrespective of the actual time worked.
- B. In the event the task exceeds three (3) hours duration, the total compensation

shall be for hours actually worked at the established overtime rates. After the minimum call-back time of three (3) hours is actually worked, work time shall be recorded in increments to the nearest one quarter of an hour (15 minutes).

ARTICLE 14 - HOLIDAY COMPENSATION:

All employees in Unit are entitled to the holidays as listed in Article 13 below. Serving the needs of the public, however, demands that employees may not have every holiday off work. In those situations, the following provisions apply:

- A. Public Works Employees: If a Unit employee is required to work on a holiday, regardless of whether the work was scheduled in advance or unscheduled, employee shall receive a minimum of three (3) hours of compensation or comp time credits at the time and one-half rate. Holiday work shall be offered and carried out on a rotational basis by all applicable Unit employees.

ARTICLE 15 - HOLIDAYS:

- A. Holidays shall be as provided in the City of Selma Personnel Rules and Regulations, Rule XIV, Section 4, except that Admission Day shall be celebrated on the Friday following Thanksgiving Day. Further, City shall celebrate the Birthday of Martin Luther King Jr. on the third Monday of January.
- B. If Christmas Eve and New Year's Eve fall on Saturday or Sunday, the two holidays shall be observed on the preceding Fridays.
- C. The Employee's Birthday holiday may be deferred but should be used within one year of the particular holiday. In the event that two year's accrual (or 16 hours) of the holiday are banked, the employee will need to take at least eight hours of Birthday holiday time off as soon as possible. If time off is not possible or practical, the City agrees to pay the employee up to 8 hours of holiday pay. Under no circumstances will an eligible employee lose an accrued Birthday holiday/holiday pay. The scheduling of the Employee Birthday holiday shall be subject to approval of the employee's Department Head.

ARTICLE 16 - UNIFORMS:

- A. City shall annually furnish work jackets to individuals occupying all positions covered by this MOU. New jackets will be furnished no more often than annually, prior to October 1 of the year. Old jackets may be retained by the employee.
- B. Public Works Employees shall also be provided ten (10) Tee-shirts to be worn at the employee's discretion. These shirts shall be provided prior to May 1 of each year.

- C. Public Works Employees shall be provided with an initial rain suit and rain boots, with the property remaining the property of the city. After the initial purchase, new rain gear will be provided to new employees and on an as-needed only basis.
- D. City will also provide all employees covered by this MOU with \$400.00 for the purchase of OSHA-approved steel-toe boots each year.

ARTICLE 17 - EQUIPMENT:

- A. Safety Glasses: When safety glasses are required by City and Safety regulations, City shall provide payment for such safety glasses not to exceed \$350 over the course of this MOU. Employees shall provide City with certification that the safety glasses they have selected are Cal Osha-approved glasses. Employee may purchase more than one pair of safety glasses however payment or reimbursement shall not exceed the above amount.
- B. Tool Replacement: City shall replace stolen tools for the Equipment Mechanic. Such replacement shall only be provided for tools stolen as a result of a break-in and not lost due to carelessness. The City Public Works Director shall make sure that all reasonable security precautions are being taken against theft. The Equipment Mechanic shall be responsible for providing an itemized list of all tools and their approximate value to the City. Any tool not on said list shall not be covered by this provision.

ARTICLE 18 – CLASS B OR HIGHER DRIVER'S LICENSE REIMBURSEMENT:

- A. If an Employee of this Unit possesses a Class B or higher driver's license, the City shall provide payment of up to \$300 annually for reimbursement of the required DOT bi-annual physical and the cost of the difference between renewing a Class B or higher license and a Class C license.
 - 1. To receive reimbursement Employee shall provide City with proof of payment.

ARTICLE 19 – PERSONAL PROPERTY LOSS:

- A. City shall reimburse employees for the following items if damaged in the line of duty: Prescription eye glasses or contact lenses if required by a licensed practitioner and dentures.
 - 1. No reimbursement shall be made if there is negligence or carelessness involved on the part of the employee.

ARTICLE 20 - SAFETY:

- A. Except for occupational hazards associated with the duties performed by Employees who are members of this Unit, Employees shall not knowingly be required to work in unsafe conditions or with unsafe equipment. All Employees shall comply with adopted City of Selma Safety Rules and Regulations and City shall comply with applicable State and Federal law and regulations.
- B. Should conditions or equipment be reported as being unsafe, the Unit Representative, Department Head and Assistant City Manager shall meet upon request of any party to resolve the issue. If an unsafe condition or equipment is found to exist or a potentially unsafe condition is present, corrective action shall be taken at the earliest time possible.
- C. The City's Safety Committee may be called upon to assist in resolving alleged safety violations and unresolved allegations shall be referred to the City Manager for immediate and final resolution.
- D. City and Unit agree to modify the working schedule of the Public Works employees covered by this MOU during the hottest months of the summer.

ARTICLE 21 - RANDOM DRUG AND ALCOHOL TESTING:

City and Unit agree that all Public Works Employees must be at peak physical and mental performance for the safe and efficient handling of City vehicles and machinery. Therefore, City and Unit agree to implement a Random Drug and Alcohol Testing program for all applicable personnel who are not included in the Department of Transportation Random Testing program. City and Unit agree that the random selection will be performed by an outside agency. City and Unit also agree that all drug and alcohol testing shall meet NIDA requirements and shall abide by all other provisions of the City's Drug Free Workplace Policy.

ARTICLE 22 - VACATION:

"Section 1. ANNUAL VACATION LEAVE" of "RULE XIV. LEAVE REGULATIONS" of the adopted Personnel Rules and Regulations of the City of Selma shall be used for determining vacation benefits for Unit employees. If the Personnel Rules and Regulations are amended, the resulting rule shall prevail.

- A. All Unit employees shall be entitled to vacation benefits which shall accrue as follows:

<u>Years of Service</u>	<u>No. of Work Days/Month</u>	<u>No. of Work Days/Year</u>
0-4	1.0	12
5-9	1.5	18

10-14	1.75	21
15 & over	2.0	24

- B. Unit employees who work less than full-time shall be credited vacation on a pro-rated basis.
- C. Unit employees shall be allowed to accrue up to a maximum of 300 hours of vacation leave.

ARTICLE 23 – VACATION BUY BACK

- A. Unit employees who have taken a minimum of 80 hours of Vacation Leave during the previous calendar year will be eligible for Vacation Buy-Back of up to twenty (20) hours per year.
 - 1. City will notify each employee by February 15 of each calendar year of eligibility to buy back vacation hours. Employee will have the option to receive payment for selected amount of vacation leave hours or decline this benefit. Eligible employees who choose to sell back their vacation leave hours will receive payment before March 31 of the calendar year.

ARTICLE 24 - EDUCATION INCENTIVE:

City shall pay 2.5% of the employees' base salary per month to those non-probationary employees who successfully complete an A.A. or A.S. degree in a field of study related to their work with City or with local government in general. City shall also pay a bonus of 5% of employee's base salary per month to those non-probationary employees who successfully complete a B.A. or B.S. degree - also in a field of study related to their work, or with local government in general. This incentive is available only to those employees who earn and receive such a degree while employed by City. The City Manager shall determine if the curriculum leading to the degree meets the qualifying standards.

- A. Employees shall receive Education Incentive for the highest level of education received only and shall not be paid for more than one degree (as listed in this article). If approved by the Department Head and City Manager, this incentive pay shall become effective upon the date of presentation by the employee of the proper documentation of the completion of coursework. If copy of diploma/degree does not specify course of study, a certified transcript from the college or university must be included. No course shall be counted for which an employee receives less than a "C" or "Pass" grade.

ARTICLE 25 - RETIREMENT:

- A. For Unit employees that are considered "classic" Miscellaneous members of CalPERS pursuant to the Public Employees' Pension Reform Act (PEPRA), the City shall continue to provide the CalPERS Miscellaneous 2.7% @ 55

Retirement Plan. The employees' share of the contributions shall be fully vested in each employee's name in accordance with CalPERS policies.

1. Classic Miscellaneous employees shall continue to contribute the full 8% of compensation earnable member contribution.
- B. For Unit employees that are considered "new" Miscellaneous members of the Public Employees Retirement System (PERS), pursuant to the Public Employees' Pension Reform Act (PEPRA) of 2013, the City shall provide the CalPERS Miscellaneous 2% @ 62 Retirement Plan. Under the PEPRA all "new" Miscellaneous members of the Public Employees Retirement System (PERS) will be required to contribute at least 50% of the total normal cost of the retirement plan, as determined by CalPERS.

ARTICLE 26 - UNIT REPRESENTATIVE:

Unit may appoint a representative to handle grievances pertaining to this MOU. Upon designating such a representative, Unit shall provide City, in writing, with the name of the representative.

ARTICLE 27 - GRIEVANCE

City and its employees are encouraged to solve difficulties and problems within the department at the lowest possible administrative and/or supervisory level. An informal discussion or meeting between parties to bring difficult issues to light will usually result in the resolution of the situation. However, if an employee chooses to use the Grievance Procedure, it shall be incumbent upon the parties to follow these procedures expressly.

ARTICLE 28 - ADOPTION OF AGREEMENT AND AMENDING PROCEDURE:

- A. This MOU shall be deemed adopted and binding effectively terminating negotiations during its term upon approval and subscription of the Unit and City.
- B. If either Unit or City desires to modify or change this MOU during its term, said party shall serve written notice on the other party, setting forth the nature of the proposed modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of proposal.
- C. No presently existing benefit, whether monetary or otherwise, may be reduced below its present level during the term of this MOU, except as agreed to in this MOU.

ARTICLE 29 - SAVINGS CLAUSE:

- A. This MOU is the entire agreement of the parties, terminating all prior MOU's and

concluding all negotiation during the term of this MOU, except as provided in Article 7. The parties hereto may, from time to time meet to discuss the administration of this MOU.

- B. Should any provisions of this MOU be found to be in contravention of any federal or State Law, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this MOU shall remain in force and in effect. The parties hereto shall negotiate any provision found to be in contravention of State or Federal Law.

ARTICLE 30 - TERM:

This Memorandum of Understanding shall remain in effect for a period commencing July 1, 2019 and ending June 30, 2022, subject to appropriate modifications by mutual agreement of the parties.

ARTICLE 31 - APPROVALS

DATE: July 1, 2019

"CITY"
City of Selma,
a municipal corporation

"UNIT"
Public Works & Transit Maintenance

BY: _____
Teresa Gallavan
City Manager/Municipal
Employee Relations Officer

BY: _____
Representative

BY: _____
Representative

BY: _____
Representative

EXHIBIT A

MOU INCREASE
PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES
EFFECTIVE JUNE 22, 2019

Position	A	B	C	D	E
Custodian					
Monthly	2,760.00	2,898.00	3,043.00	3,195.00	3,355.00
Biweekly	1,273.85	1,337.54	1,404.46	1,474.62	1,548.46
Hourly	15.92	16.72	17.56	18.43	19.36
Equipment Mechanic III					
Monthly	3,901.00	4,096.00	4,301.00	4,516.00	4,742.00
Biweekly	1,800.46	1,890.46	1,985.08	2,084.31	2,188.62
Hourly	22.51	23.63	24.81	26.05	27.36
Maintenance Worker I					
Monthly	2,827.00	2,968.00	3,116.00	3,272.00	3,436.00
Biweekly	1,304.77	1,369.85	1,438.15	1,510.15	1,585.85
Hourly	16.31	17.12	17.98	18.88	19.82
Maintenance Worker II					
Monthly	3,148.00	3,305.00	3,470.00	3,644.00	3,826.00
Biweekly	1,452.92	1,525.38	1,601.54	1,681.85	1,765.85
Hourly	18.16	19.07	20.02	21.02	22.07
Maintenance Worker III					
Monthly	3,595.00	3,775.00	3,964.00	4,162.00	4,370.00
Biweekly	1,659.23	1,742.31	1,829.54	1,920.92	2,016.92
Hourly	20.74	21.78	22.87	24.01	25.21
Transit Fleet Service Coordinator					
Monthly	4,858.00	5,101.00	5,356.00	5,624.00	5,905.00
Biweekly	2,242.15	2,354.31	2,472.00	2,595.69	2,725.38
Hourly	28.03	29.43	30.90	32.45	34.07
Transit Mechanic I					
Monthly	3,538.00	3,715.00	3,901.00	4,096.00	4,301.00
Biweekly	1,632.92	1,714.62	1,800.46	1,890.46	1,985.08
Hourly	20.41	21.43	22.51	23.63	24.81
Transit Mechanic II					
Monthly	3,716.00	3,902.00	4,097.00	4,302.00	4,517.00
Biweekly	1,715.08	1,800.92	1,890.92	1,985.54	2,084.77
Hourly	21.44	22.51	23.64	24.82	26.06
Transit Mechanic III					
Monthly	3,901.00	4,096.00	4,301.00	4,516.00	4,742.00
Biweekly	1,800.46	1,890.46	1,985.08	2,084.31	2,188.62
Hourly	22.51	23.63	24.81	26.05	27.36

EXHIBIT A

Transit Shuttle Driver

Monthly	2,472.00	2,596.00	2,726.00	2,862.00	3,005.00
Biweekly	1,140.92	1,198.15	1,258.15	1,320.92	1,386.92
Hourly	14.26	14.98	15.73	16.51	17.34

EXHIBIT A

MOU INCREASE
PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES
EFFECTIVE JUNE 20, 2020

Position	A	B	C	D	E
Custodian					
Monthly	2,857.00	3,000.00	3,150.00	3,308.00	3,473.00
Biweekly	1,318.62	1,384.62	1,453.85	1,526.77	1,602.92
Hourly	16.48	17.31	18.17	19.08	20.04
Equipment Mechanic III					
Monthly	4,038.00	4,240.00	4,452.00	4,675.00	4,909.00
Biweekly	1,863.69	1,956.92	2,054.77	2,157.69	2,265.69
Hourly	23.30	24.46	25.68	26.97	28.32
Maintenance Worker I					
Monthly	2,926.00	3,072.00	3,226.00	3,387.00	3,556.00
Biweekly	1,350.46	1,417.85	1,488.92	1,563.23	1,641.23
Hourly	16.88	17.72	18.61	19.54	20.52
Maintenance Worker II					
Monthly	3,258.00	3,421.00	3,592.00	3,772.00	3,961.00
Biweekly	1,503.69	1,578.92	1,657.85	1,740.92	1,828.15
Hourly	18.80	19.74	20.72	21.76	22.85
Maintenance Worker III					
Monthly	3,721.00	3,907.00	4,102.00	4,307.00	4,522.00
Biweekly	1,717.38	1,803.23	1,893.23	1,987.85	2,087.08
Hourly	21.47	22.54	23.67	24.85	26.09
Transit Fleet Service Coordinator					
Monthly	5,028.00	5,279.00	5,543.00	5,820.00	6,111.00
Biweekly	2,320.62	2,436.46	2,558.31	2,686.15	2,820.46
Hourly	29.01	30.46	31.98	33.58	35.26
Transit Mechanic I					
Monthly	3,662.00	3,845.00	4,037.00	4,239.00	4,451.00
Biweekly	1,690.15	1,774.62	1,863.23	1,956.46	2,054.31
Hourly	21.13	22.18	23.29	24.46	25.68
Transit Mechanic II					
Monthly	3,846.00	4,038.00	4,240.00	4,452.00	4,675.00
Biweekly	1,775.08	1,863.69	1,956.92	2,054.77	2,157.69
Hourly	22.19	23.30	24.46	25.68	26.97
Transit Mechanic III					
Monthly	4,038.00	4,240.00	4,452.00	4,675.00	4,909.00
Biweekly	1,863.69	1,956.92	2,054.77	2,157.69	2,265.69
Hourly	23.30	24.46	25.68	26.97	28.32

EXHIBIT A

Transit Shuttle Driver

Monthly	2,559.00	2,687.00	2,821.00	2,962.00	3,110.00
Biweekly	1,181.08	1,240.15	1,302.00	1,367.08	1,435.38
Hourly	14.76	15.50	16.28	17.09	17.94

EXHIBIT A

MOU INCREASE
PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES
EFFECTIVE JUNE 19, 2021

Position	A	B	C	D	E
Custodian					
Monthly	2,943.00	3,090.00	3,245.00	3,407.00	3,577.00
Biweekly	1,358.31	1,426.15	1,497.69	1,572.46	1,650.92
Hourly	16.98	17.83	18.72	19.66	20.64
Equipment Mechanic III					
Monthly	4,159.00	4,367.00	4,585.00	4,814.00	5,055.00
Biweekly	1,919.54	2,015.54	2,116.15	2,221.85	2,333.08
Hourly	23.99	25.19	26.45	27.77	29.16
Maintenance Worker I					
Monthly	3,014.00	3,165.00	3,323.00	3,489.00	3,663.00
Biweekly	1,391.08	1,460.77	1,533.69	1,610.31	1,690.62
Hourly	17.39	18.26	19.17	20.13	21.13
Maintenance Worker II					
Monthly	3,356.00	3,524.00	3,700.00	3,885.00	4,079.00
Biweekly	1,548.92	1,626.46	1,707.69	1,793.08	1,882.62
Hourly	19.36	20.33	21.35	22.41	23.53
Maintenance Worker III					
Monthly	3,833.00	4,025.00	4,226.00	4,437.00	4,659.00
Biweekly	1,769.08	1,857.69	1,950.46	2,047.85	2,150.31
Hourly	22.11	23.22	24.38	25.60	26.88
Transit Fleet Service Coordinator					
Monthly	5,179.00	5,438.00	5,710.00	5,996.00	6,296.00
Biweekly	2,390.31	2,509.85	2,635.38	2,767.38	2,905.85
Hourly	29.88	31.37	32.94	34.59	36.32
Transit Mechanic I					
Monthly	3,772.00	3,961.00	4,159.00	4,367.00	4,585.00
Biweekly	1,740.92	1,828.15	1,919.54	2,015.54	2,116.15
Hourly	21.76	22.85	23.99	25.19	26.45
Transit Mechanic II					
Monthly	3,961.00	4,159.00	4,367.00	4,585.00	4,814.00
Biweekly	1,828.15	1,919.54	2,015.54	2,116.15	2,221.85
Hourly	22.85	23.99	25.19	26.45	27.77
Transit Mechanic III					
Monthly	4,159.00	4,367.00	4,585.00	4,814.00	5,055.00
Biweekly	1,919.54	2,015.54	2,116.15	2,221.85	2,333.08
Hourly	23.99	25.19	26.45	27.77	29.16

EXHIBIT A

Transit Shuttle Driver

Monthly	2,636.00	2,768.00	2,906.00	3,051.00	3,204.00
Biweekly	1,216.62	1,277.54	1,341.23	1,408.15	1,478.77
Hourly	15.21	15.97	16.77	17.60	18.48

**CITY MANAGER'S/STAFF'S REPORT
REGULAR CITY COUNCIL MEETING DATE:**

July 1, 2019

ITEM NO: 1.e.

SUBJECT: Consideration of a Resolution Approving a Memorandum of Understanding between the City of Selma and the Miscellaneous Mid-Management Employees for the Period of July 1, 2019 through June 30, 2022

DISCUSSION: The City Manager, in her role as Municipal Employee Relations Officer has met and conferred in good faith with representatives from the Miscellaneous Mid-Management Employee Unit.

Both parties have agreed upon the terms and conditions as provided in the enclosed Memorandum of Understanding. The terms that were negotiated and agreed upon are as follows:

Term: Three-year contract – July 1, 2019 through June 30, 2022.

Salary Increases:

4% pay increase first year - effective no sooner than the pay period that includes July 1, 2019 and only after the first pay period on a go forward basis (no retroactivity) after ratification by the Unit and approval by the City Council.

3.5% pay increase second year – effective the pay period that includes July 1, 2020.

3% pay increase third year – effective the pay period that includes July 1, 2021.

It is hereby requested that the City Council adopt the Resolution approving the MOU.

RECOMMENDATION: Adopt the Resolution approving the 2019-22 Miscellaneous Mid-Management Memorandum of Understanding.

_____/s/_____
Teresa Gallavan, City Manager

____6/26/2019____
Date

RESOLUTION NO. 2019- ____ R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SELMA AND THE
MISCELLANEOUS MID-MANAGEMENT EMPLOYEES
FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2022**

WHEREAS, the City Manager has been authorized by Resolution No. 92-56R, adopted June 15, 1992, to represent the City in the meet and confer process with recognized employee organizations; and

WHEREAS, there exists a Miscellaneous Mid-Management Employee bargaining unit in the City, comprised of managerial, supervisory, and confidential employees; and

WHEREAS, the City and the Miscellaneous Mid-Management Employees previously entered into a Memorandum of Understanding ("MOU") which governed the wages, hours, terms, and conditions of employment for the aforementioned employees; and

WHEREAS, the prior MOU expired on June 30, 2019; and

WHEREAS, the Miscellaneous Mid-Management Employees represented by a duly appointed negotiating team, met with the City Manager in her capacity as Municipal Employee Relations Officer and said parties have bargained in good faith; and

WHEREAS, the bargaining parties have mutually agreed upon a new MOU to cover the period from July 1, 2019 through June 30, 2022.

WHEREAS, said MOU has been presented by the City Manager for City Council approval; and

WHEREAS, the City Council is familiar with the terms and provisions of said MOU;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby approves the MOU, attached hereto as Exhibit A, and incorporated herein by reference.

Section 3. The City Manager in her capacity of Municipal Employees Officer is hereby directed to execute said MOU on behalf of the City.

Section 4. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 1st day of July 2019 by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SELMA

AND

MISCELLANEOUS MID-MANAGEMENT EMPLOYEES

FOR THE PERIOD

JULY 1, 2019 THROUGH JUNE 30, 2022

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This Memorandum of Understanding (MOU) is made and entered into between the City of Selma, herein "City" by its City Manager in her capacity as the Municipal Employees Relations Officer and the Middle Management Employees, herein "Unit" representing employees of the City who occupy positions in the classifications listed herein, pursuant to the California Government Code, Section 3500, et seq and RESOLUTION NO. 92-56R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS, approved the 15th day of June, 1992 as these documents are now or hereafter may be modified.

City and Unit agree as follows:

ARTICLE 1 - RECOGNITION:

The above resolution (Resolution 92-56R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS) Article VII, Section 1 states the following: "*managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively.*" Therefore, City and Unit agree that all positions represented by this MOU are managerial, supervisory or confidential as defined in Article I, Sections 7, 8 and 9. City and Unit further agree that employee unit will continue to be entitled "Miscellaneous Mid-Management" for all purposes relating to employer-employee relations.

City hereby confirms its continuing recognition of Unit as the bargaining agent for employees of City whose positions are in the following current position classifications:

MANGERIAL

Finance Department Manager (unfilled as of 07/01/18)
Planning & Development Manager
Transit Maintenance Manager

SUPERVISORY

Accountant
Fleet Maintenance Supervisor
Information Systems/GIS Supervisor (unfilled as of 03/17/17)
Police Records Supervisor (unfilled as of 08/01/09)
Principal Planner (unfilled as of 01/01/08)
Public Works Supervisor
Recreation Supervisor (unfilled as of 07/01/13)

CONFIDENTIAL

Administrative Analyst (unfilled as of 01/20/18)
City Clerk/Public Information Officer
Human Resources Manager

City agrees to meet and confer and otherwise deal exclusively with representatives of Unit on all matters relating to the scope of representation pertaining to said Employee Unit as provided under the above-referenced Resolution and Government Code Sections. In the event Resolution No. 92-56R is modified, the modified Resolution shall apply. Any proposed modification shall be submitted to the Unit prior to its adoption, for input.

ARTICLE 2 - SALARIES:

- A. Effective no sooner than the pay period that includes July 1, 2019 and only after the first pay period on a go forward basis (no retroactivity) after ratification by the Unit and approval by the City Council all employees represented by this MOU shall receive a 4% increase in their base salary.
- B. Effective the pay period that includes July 1, 2020, all employees represented by this MOU shall receive a 3.5% increase in their base salary.
- C. Effective the pay period that includes July 1, 2021, all employees represented by this MOU shall receive a 3% increase in their base salary.
- D. Dollar amounts of current ranges of salaries are set forth in Exhibit "A" attached hereto and made a part thereof.

ARTICLE 3 – LONGEVITY PAY:

- A. Employees represented by this MOU with ten (10) consecutive years of service with the City shall receive an additional five percent (5%) above their base salary in recognition of longevity pay.
- B. Upon completion of twenty (20) consecutive years of service with the City employees represented by this MOU shall receive an additional two and a half percent (2.5%), for a total of seven and a half percent (7.5%) above their base salary in recognition of longevity pay.

ARTICLE 4 – BILINGUAL PAY:

Positions represented by this MOU shall be eligible to receive Bilingual Pay (Spanish and Punjabi only). To receive this benefit, the employee will be required to pass an oral competency test administered by an independent party outside the employment of the City of Selma. Once certified the employee would receive the bilingual stipend of \$50.00 per month. Bilingual testing will be administered once per fiscal year. Eligible positions and other conditions of this program are included in Administrative Policy 2006-01 "Bilingual Pay Policy and Guidelines." The position of Public Works Supervisor has been added to the list of eligible positions since the inception of this program.

ARTICLE 5 – STAND-BY PAY

- A. Public Works Supervisors shall be eligible for Stand-By Pay of \$50.00 per weekend under the following conditions:
1. Employee has agreed to remain accessible in order to take full responsibility for the department during the week-end and has been formally assigned to do so by the respective Department Head or the City Manager.
 2. Respective Department Head will be out-of-town or otherwise unable to oversee department needs and/or respond to an emergency call.
 3. Employee will be on Stand-By Duty for the entire weekend (48 hour period between Saturday morning at 12:00 a.m. through Sunday night 11:59 p.m.)

ARTICLE 6 - MANAGEMENT RESPONSIBILITY - DEFERRED COMPENSATION:

City does recognize and acknowledge the management responsibilities assigned to and borne by the employees represented by Unit and the responsibility exercised by Unit's employees in management decisions and administrative policy execution. In consideration thereof City has determined that the granting of certain benefits herein is in the mutual best interest of City and Unit.

Therefore, City agrees to deposit up to one hundred and seventy-five (\$175.00) per month into a tax deferred retirement account voluntarily established by the employee in the employee's name in one of the City's 457 Tax Deferred Compensation Plan that the employee elects. City will match the employee's contribution of up to \$87.50 per pay period (maximum of two pay periods per month) for a maximum of \$175.00 per month. Conditions of said contributions shall be subject to IRS regulations governing such accounts.

ARTICLE 7 - SICK LEAVE:

Sick leave shall accrue to employees of Unit in accordance with the pertinent provisions of the City of Selma Personnel Rules and Regulations.

- A. Sick Leave Incentive: Each eligible Unit employee shall be entitled to pay for a portion of earned sick leave credits on an annual basis, as follows:
1. First Tier: In order to be eligible for this incentive, Employee must have a minimum of 60 days (480 hours) of sick leave credit by the deadline date of November 1st. During the following twelve month period, employee will be able to continue accruing sick leave and will be eligible to receive Sick

Leave Incentive.

- a. At the end of each year, City agrees to pay each eligible employee with at least 480 hours of accrued sick leave credit up to 50% of sick leave earned during the previous 12-month period (November 1-October 31) henceforth referred to as the "benefit period". Regular, full-time employees earn twelve days of sick leave during the benefit period. If no sick leave is used during the benefit period, employee will receive payment for six days. If sick leave credits are used by the employee during the benefit period, employee is eligible for pay for 50% of the unused sick leave credits remaining over and above 480 hours. For example:

An employee who has 480 hours of sick leave credit at the beginning of the benefit period earns 96 hours (12 days) and uses eight days of sick leave during the benefit period. Employee is eligible to receive payment for 50% of the unused four days (two days of pay).

- b. This benefit is not cumulative or retroactive and the employee must decide and declare annually whether to accept payment or receive sick leave credit. Any sick leave not paid for will continue to be credited for the employee's benefit to a maximum of 120 days.
 - c. Payment to eligible employees shall be made by City annually in the month of December.
2. Second Tier: City agrees to pay each employee, who has accumulated 120 days (960 hours) of sick leave credit, 100% of sick leave credits earned but unused during the following twelve month period (which exceed the 960 hour sick leave accrual limit). When employee's sick leave has reached the maximum accrual of 960 hours, employee shall register the date with the Finance Department. Employee will then be allowed to register (but not accrue) the equivalent of eight additional hours per month, or 96 hours during the following twelve month period, for purposes of this benefit only. Employee would be eligible to receive payment for a maximum of 96 hours.
 - a. If employee uses sick leave during the 12 month period in which sick leave is being registered, sick leave hours shall first be deducted from any registered hours above the 960 hour maximum. Employee shall then be eligible to receive sick leave incentive for any hours that are still registered, but unused.
 - b. If employee uses more sick leave than those that have been

registered above the 960 maximum, those sick leave hours would then be deducted from the 960 hour balance. Employee shall no longer be eligible for this sick leave incentive until employee has once again reached the 960 hour maximum. Employee shall then register the new date and start again to register additional sick leave hours.

- c. At the conclusion of the 12 month period, employee shall have the option of receiving sick leave incentive payment immediately, or waiting until December to receive payment with other employees.

- 3. Employees who terminate employment with the City, for any reason, during the year specified for the benefit, are not eligible for this benefit with the following exception: Any employee covered by this MOU who retires from City service shall receive any available Sick Leave Incentive, calculated on a pro-rated basis with his/her final paycheck.

B. Family Sick Leave: Regular employees covered by this MOU may use any or all of their regular sick leave accrual per calendar year (up to twelve days) to attend to the illness of their own spouse, domestic partner, child or parent. All conditions and restrictions pertaining to the use of sick leave by the employee as provided in the City of Selma Personnel Rules and Regulations shall also apply to the use of family sick leave by an employee to attend to an illness of the employee's eligible family member.

- 1. City and Employees recognize California Labor Code, Section 233 which states in part:

"(a) Any employer who provides sick leave for employees shall permit an employee to use in any calendar year..... an amount not less than the sick leave that would be accrued during six months..... to attend to an illness of a child, parent, spouse, or domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use of an employee of sick leave to attend to an illness of his or her child, parent, spouse, or domestic partner"..

- 2. City and Employees recognize California Labor Code, Section 234 which states in part:

"An employer absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233.

Note: The Family Sick Leave provision is separate from those family and medical leaves mandated by federal and state laws, which provide leave time for specified situations involving the birth or adoption of a child, or the serious health condition of the employee or the employee's spouse, domestic partner, parent or child. Family Sick Leave may however, be taken in conjunction with family leaves mandated by state or federal family laws in certain situations.

- C. Retirement Credit for Unused Sick Leave: Unused accumulated sick leave, for each eligible employee, whose effective date of retirement is within four months of separation from the employer which granted the sick leave credit, and who will receive no compensation or remuneration at all for such sick leave, shall be credited at retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by employer. This benefit is provided pursuant to Government Code Section 20965, Public Employee's Retirement Law.

ARTICLE 8 - INSURANCE BENEFITS:

A. Benefit for Employees with Ten or More Years of Service

1. The City agrees to provide 100% of the maximum premium allowances for health (which includes chiropractic), dental, vision, and life insurance for individuals who have been employed by the City in a regular employment capacity for more than ten (10) years. The employee will become eligible for this provision the calendar year following the employee's tenth anniversary of their hire date or eligibility date. Employees hired or eligible for health insurance benefits for less than 10 years shall receive 90% of the maximum allowances for the following calendar year.

Example: A regular employee who was hired or became eligible for health insurance benefits during the 2007 calendar year will become eligible for 100% of the maximum premium allowances starting with the 2018 calendar year. All years prior to the 2018 calendar year, the employee will receive 90% of the maximum premium allowances.

B. Flexible Benefits Plan

A Flexible Benefits Plan has been implemented which allows all employees to select from the available choices of health plans (which includes chiropractic), plus dental, vision and life insurance. The Flexible Benefits Plan allows the employees to pay for these benefits using pre-tax dollars. Applicable premium amounts for all health, dental, vision and life insurance plans shall be deducted from the employees' bi-weekly paychecks. The plan is administered by an insurance company selected by the City and is subject to all IRS rules and regulations.

C. In Lieu of Health Insurance Benefit:

Employees choosing not to enroll in a health insurance plan may receive an "in lieu of benefit" of \$300 per month. This amount may be used to purchase other

insurance options offered by the City at the time of implementation or hire, may be contributed to the employee's 457 Tax Deferred Compensation account, and/or received as non-PERSable taxable income. The In Lieu of Benefit shall apply only to the health insurance benefits. Employees choosing not to enroll in the dental, vision or basic life insurance plans will not receive the premium amounts in their flexible spending accounts, nor shall they receive an "in lieu of benefit" for declining these benefits.

D. Health Insurance:

1. Effective August 1, 2001, by Resolution of the Selma City Council, the City of Selma joined the CalPERS Health Plan System. CalPERS offers each eligible City of Selma employee his or her personal choice of four Health Maintenance Organization (HMO) plans, as well as three Preferred Provider (PPO) plans. The health insurance plans sponsored by CalPERS offer hospitalization, medical, chiropractic and prescription coverage to all eligible employees and dependents. CalPERS continues to offer a choice of its HMO and PPO plans.
2. During the term of this MOU, the City shall provide the opportunity to select hospitalization, medical, chiropractic and prescription drug benefits to each eligible employee represented by Unit. Provisions of all available health insurance plans are provided to each employee at the time of implementation or hire, and are available in the Human Resources Department. An eligible employee and dependent shall be as defined by the insurance provider and the Patient Protection and Affordable Care Act 2010 which mandated that a group health plan that offers dependent coverage for children shall continue to make such coverage available for eligible dependent children until the age of 26.
3. Maximum Premium Allowance for Health Insurance
The City shall create a low and a high maximum allowance (cap) for each employee, based on the two premiums for the health insurance plans that have the lowest premiums, for each calendar year. The maximum allowances (caps) include the required contribution per covered employee by the City to CalPERS Health Plan (Senate Bill 1464, Chapter 896, Date 09/26/02).
4. City agrees to reopen MOU if the CalPERS Premium Rates increase significantly and/or prior to any proposed change in the above-established procedures.

E. Dental Insurance:

City shall provide the opportunity to select Dental benefits to each eligible

employee represented by Unit. Provisions of the Dental Plan are provided to each employee at the time of implementation or hire, and are available in the Human Resources Department. Under the Patient Protection and Affordable Care Act 2010 stand-alone Dental plans were exempted from the mandate to offer coverage to eligible dependents until the age of 26 years old regardless of their student status. The City of Selma elected to continue to require that dependents between the ages of 19 and 23 be fulltime students to be eligible for coverage under the City's Dental plan. Therefore, to qualify for Dental Insurance, dependent children between the ages of 19-23 must meet all eligibility requirements and must provide proof of full-time student status at the onset of each semester to be covered.

1. Maximum Premium Allowance for Dental Insurance

The City shall create a maximum allowance (cap) based on the dental insurance premium for each calendar year.

F. Vision Insurance:

City shall provide the opportunity to select Vision benefits to each eligible employee and dependent represented by Unit. Provisions of the Vision Plan are provided to each employee at the time of implementation or hire, and are available in the Human Resources Department. Under the Patient Protection and Affordable Care Act 2010 stand-alone Vision plans were exempted from the mandate to offer coverage to eligible dependents until the age of 26 years old regardless of their student status. The City of Selma elected to continue to require that dependents between the ages of 19 and 23 be fulltime students to be eligible for coverage under the City's Vision plan. Therefore, to qualify for Vision insurance, dependent children between the ages of 19-23 must meet all eligibility requirements and must provide proof of full-time student status at the onset of each semester to be covered.

1. Maximum Premium Allowance for Vision Insurance

The City shall create a maximum allowance (cap) based on the vision insurance premium for each calendar year.

G. Life & AD&D Insurance:

City shall continue to provide each employee in Unit the opportunity to select \$100,000 group life and accidental death and dismemberment insurance, with the beneficiary designated by the employee.

1. Maximum Premium Allowance for Life Insurance

The City shall create a maximum allowance (cap) for each employee, based on the life insurance premium for each calendar year.

- H. Long Term Disability (LTD) Insurance
City shall provide Long Term Disability Insurance to each employee in Unit. At the inception of this MOU, the benefits of this policy are set forth in the Group Long Term Disability Income Insurance Certificate issued by Sun Life Financial, which has been distributed to each eligible employee.
- I. Retiree Privilege:
Effective August 1, 2001, all retirees of the City of Selma shall have the opportunity to enroll in an appropriate CalPERS Health Plan of their choice. The City of Selma has agreed, by City Council Resolution, to contribute the required amount. The balance of each retiree's premium shall be deducted from the annuitant's retirement check as handled by the CalPERS Retirement System.
- J. Annual Review:
Both City and Unit are fully aware of increasing health benefit costs. Unit agrees to work cooperatively with City in doing everything possible to contain said costs to the City, including but not limited to continual review of the scope of coverage provided employees, as well as continual research into comparable but less expensive health plans. City and Association acknowledge the necessity for reviewing health plans prior to the expiration of each year's health insurance contract and agree to do so at the appropriate time.

ARTICLE 9 - STATE DISABILITY INSURANCE (SDI):

City agrees to permit participation, by Unit employees covered by this MOU, in the State Disability Insurance Program. Participation is at the sole expense of the employee.

ARTICLE 10 - RETIREMENT:

- A. For Unit employees that are considered "classic" Miscellaneous members of CalPERS pursuant to the Public Employees' Pension Reform Act (PEPRA), the City shall continue to provide the CalPERS Miscellaneous 2.7% @ 55 Retirement Plan. The employees' share of the contributions shall be fully vested in each employee's name in accordance with CalPERS policies.
1. Classic Miscellaneous employees shall continue to contribute the full 8% of compensation earnable member contribution.
- B. For Unit employees that are considered "new" Miscellaneous members of the Public Employees Retirement System (PERS), pursuant to the Public Employees' Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Miscellaneous 2% @ 62 Retirement Plan. Under the PEPRA all "new" Miscellaneous members of the Public Employees Retirement System (PERS) will be required to contribute at least 50% of the total normal cost of the

retirement plan, as determined by CalPERS.

ARTICLE 11 - UNIFORM ALLOWANCE:

A. City shall provide an annual uniform allowance paid to the Police Records Supervisor as follows:

1. Uniform allowance is provided for the Police Records Supervisor who is required to wear or maintain uniforms for wear and for no others. Police

in full uniform for duty or inspection upon order of the Chief of Police.

2. City shall pay to Police Records Supervisor \$600.00 each year for uniform purchase, replacement and maintenance. Maintenance shall include

and Transit Maintenance Employees (see Articles 15 and 16).

1. Public Works Supervisors whose positions are covered by this MOU shall be allowed to work in regular street clothes on occasion.

D. City shall provide no other uniform allowance for employees in Unit.

ARTICLE 12 – CLASS B OR HIGHER DRIVER’S LICENSE:

A. If an Employee of this Unit possesses a Class B or higher driver’s license, the City shall provide payment of up to \$300 annually for reimbursement of the required DOT bi-annual physical and the cost of the difference between renewing a Class B or higher license and a Class C license.

1. To receive reimbursement Employee shall provide City with proof of payment.

ARTICLE 13 - VACATION:

"Section 1. ANNUAL VACATION LEAVE" of "RULE XIV. LEAVE REGULATIONS" of the adopted Personnel Rules and Regulations of the City of Selma shall be used for determining vacation benefits for Unit employees. If the Personnel Rules and Regulations are amended, the resulting rule shall prevail.

A. All Unit Employees shall accrue vacation according to the following schedule:

<u>Years of Service</u>	<u>Number of Days/Month</u>	<u>Number of Days/Year</u>
0 - 3	1.0	12
4 - 6	1.5	18
7 – 9	1.75	21
10 & over	2.0	24

1. Unit employees as defined in Article A shall be allowed to accrue up to a maximum of 380 hours of vacation leave.

ARTICLE 14 – VACATION BUY BACK

A. Unit employees who have taken a minimum of 80 hours of Vacation Leave during the previous calendar year will be eligible for Vacation Buy-Back of up to thirty (30) hours per year.

1. City will notify each employee by February 15 of each calendar year of

eligibility to buy back vacation hours. Employee will have the option to receive payment for selected amount of vacation leave hours or decline this benefit. Eligible employees who choose to sell back their vacation leave hours will receive payment before March 31 of the calendar year.

ARTICLE 15 - COMPENSATION FOR USE OF A PRIVATE VEHICLE:

Whenever in the conduct of business of City, a member of Unit, at a supervisor's request, uses a private vehicle whether for convenience or because a City vehicle is unavailable, shall be reimbursed for mileage at the IRS standard mileage rate. A member may refuse to use his/her private vehicle without prejudice. City retains the right to request proof of insurance at any time.

ARTICLE 16 – VEHICLE TAKE-HOME PROVISION:

City and Unit agree that Public Works Supervisors are frequently called upon after hours to attend to emergencies of the City. For easier accessibility when such incidents occur, Public Works Supervisors who reside within five (5) miles of the City of Selma city limits shall continue to be allowed to drive their assigned City vehicle home each night.

City and Unit agree that the act of driving to and from the workplace is outside the scope of regular work and the Employee may not be covered by the City's Workers' Compensation program during those times. As a result, Employees shall maintain their own private insurance policies for any liabilities and/or injuries that may occur. City retains the right to request proof of insurance at any time.

Public Works Supervisors may not use the City vehicle for personal reasons and must not allow any other person to drive their assigned City vehicle while away from work.

ARTICLE 17 - HOLIDAYS:

- A. Holidays shall be as provided in the City of Selma Personnel Rules and Regulations, Rule XIV, Section 4, except that Admission Day shall be celebrated on the Friday following Thanksgiving Day. Further, City shall celebrate the Birthday of Martin Luther King Jr. on the third Monday of January.
- B. Four (4) hours on Christmas Eve day and four (4) hours on New Years Eve day shall continue to be observed as one holiday and is added to the list contained in said Personnel Rules. If Christmas Eve and New Year's Eve fall on Saturday or Sunday, the two holidays shall be observed on the preceding Fridays.
- C. The employee's Birthday holiday and the Lincoln's Birthday floating holiday (except Public Works Supervisors, Fleet Maintenance Supervisor, and Transit Maintenance Manager) may be deferred but should be used within one year of the particular holiday. In the event that two year's accrual (or 16 hours) of the

holidays are banked for either floating holiday, the employee will need to take at least eight hours of floating holiday time off as soon as possible. If time off is not possible or practical, the City agrees to pay the employee up to 16 hours of holiday pay. Under no circumstances will an eligible employee lose an accrued floating holiday/holiday pay. The scheduling of the Employee floating holidays shall be subject to approval of the employee's Department Head.

- D. Public Works Supervisors, Fleet Maintenance Supervisor and Transit Maintenance Manager do not receive the Lincoln's Birthday holiday as a floating holiday. These employees celebrate the holiday on the day that it is observed. The Birthday floating holiday for these employees may be deferred but should be used within one year of the particular holiday. In the event that two year's accrual (or 16 hours) of the holiday are banked, the employee will need to take at least eight hours of floating holiday time off as soon as possible. If time off is not practical, the City agrees to pay the employee up to 8 hours of holiday pay. Under no circumstances will an eligible employee lose an accrued floating holiday/holiday pay. The scheduling of the Employee floating holidays shall be subject to approval of the employee's Department Head.

ARTICLE 18 - OVERTIME:

- A. Unit employees (other than Public Works Supervisor and Fleet Maintenance Supervisor) shall be paid overtime at one and one-half times their base hourly pay or choose to accrue comp time credits at one and one-half time for those hours actually worked over and above a regular eight (8) hour shift. If actual hours worked exceed forty (40) hours in the seven consecutive day work period (coinciding with the City's established pay period) overtime rates or comp time credits shall also apply, according to the Fair Labor Standards Act (FLSA). Any paid or unpaid leave hours used during the same eight (8) hour shift or work period shall not be included as "hours worked" in computing daily or FLSA overtime pay.

Example: An employee worked four hours on Saturday, the first day of the pay period. The employee also worked eight hours per day, Monday through Friday. Even though the employee did not work over eight hours during any one day, the last four hours on Friday increase the employee's time to over forty (40) hours for the work period and are subject to overtime compensation or comp time credits.

1. The above provision shall apply in all situations except for the individual parks division employee who volunteers or is assigned the regular weekend duty of two hours on Saturday and two hours on Sunday only.
- B. Public Works Supervisors and Fleet Maintenance Supervisor shall earn overtime compensation in the same manner as provided Public Works

employees under the terms of the current MOU between City and Public Works and Transit Maintenance Employees (see Article 10).

- C. Earned compensatory time off shall be permitted if employee makes the request within a reasonable period of time prior to the desired time off, and the absence will not unduly disrupt the operations of the affected department.
 - 1. City and Unit agree that compensatory time off should be used for those occasions when the employee needs to be away from the workplace for a variety of reasons. It may also be used in conjunction with certain unpaid leaves that are available through federal and state regulations. The use of compensatory time off may be requested for a short period of time (not less than one-half hour) to a maximum of the employee's compensatory leave balance.
 - 2. The maximum non-FLSA and FLSA comp time that employees of this Unit can accrue is 240 hours.

ARTICLE 19 – PAYOFF OF COMPENSATORY TIME

- A. Unit employees with compensatory time may elect to receive payment for their accumulated comp time hours. City and Unit agree that employee may opt for one of the following methods:
 - 1. Ten-hour payoff - Eligible employees may indicate their desire to receive payment for up to ten hours of comp time per payroll period by submitting the appropriate paperwork with their regular payroll.
 - 2. 457 Contribution - Eligible employees may choose to convert comp time hours to the employee's individual 457 Tax Deferred Compensation account on a quarterly basis only. Employee choosing this method must indicate the number of hours they wish to convert (limited to ten hours per payroll period) on the appropriate form. All hours so designated will be converted and applied to their 457 plan IF the employee has submitted a current 457 plan Change Form authorizing the total contribution prior to the last payroll of the quarter.
 - a. Any comp time that exceeds the FLSA limits of 240 hours will be paid off in either manner defined above as indicated by the employee.

ARTICLE 20 - CALL-BACK COMPENSATION:

Call-Back is defined as the time a Unit employee is required to return to work or report to the

job for unscheduled or emergency work.

- A. If notice is given to the employee 24 hours or more in advance of an event or requested return to work, it shall be considered as "scheduled work time," and will not qualify for Call-Back Compensation.
- B. When City requires a Unit member to return to work for unscheduled or emergency work time the employee shall be entitled to call back compensation.
- C. City shall compensate Unit employee a minimum of three (3) hours at the established overtime rate for Call-Back Compensation, irrespective of the actual time worked.
- D. In the event the task exceeds three (3) hours duration, the total compensation shall be for hours actually worked at the established overtime rates. After the minimum call-back time of three (3) hours is actually worked, work time shall be recorded in increments of one quarter of an hour (15 minutes).

ARTICLE 21 - SPECIAL COMPENSATION:

- A. When Unit Employees are required to extend the normal work day to actually perform work at a City Council and/or Commission meeting, Employee shall receive a minimum of three (3) hours at the established overtime rate and may choose to be paid within the applicable payroll period or accumulate compensatory time off.
- B. In the event the task exceeds three (3) hours duration, the total compensation shall be for hours actually worked at the established overtime rates. After the minimum time of three (3) hours is actually worked, work time shall be recorded in increments of one quarter of an hour.
- C. Above provision shall only apply if said Employee has worked a full eight hours prior to the meeting. Any paid or unpaid leave hours used during the same work shift shall not be included as "hours worked." Actual overtime accrued worked for that day (including meeting time) shall be compensated at time and one half (1 ½) as stated in paragraph A above.

ARTICLE 22 – RANDOM DRUG AND ALCHOL TESTING

- A. City and Unit agree that all employees covered by this MOU must be at peak physical and mental performance to safely perform the responsibilities of their jobs. Therefore, City and Unit agree to participate in the established Random Drug and Alcohol Testing program for all applicable personnel. City and Unit agree that the random selection will be performed by an outside agency. City

and Unit also agree that all drug and alcohol testing shall meet NIDA requirements and shall abide by all other provisions of the City's Drug Free Workplace Policy.

ARTICLE 23 - CONTINGENCY FOR FLSA EXEMPT STATUS:

City and Unit mutually recognize that under the Fair Labor Standards Act certain position classifications within this Unit are subject to exemption under the Act and its overtime provisions and, further, that employees in certain positions have been compensated for overtime work in the form of compensatory time off or additional pay, practices which shall continue.

City and Unit agree that if City declares certain position classifications included in this MOU as exempt (according to FLSA guidelines) for compensation for overtime work, said employees shall be awarded the same number of Administrative Leave Days per fiscal year as other exempt employees, according to current Administrative Leave policies and such other Administrative Leave as may be approved by the City Manager.

ARTICLE 24 - PART-TIME EMPLOYEES:

Employees whose positions are listed in Article 1 of this MOU who work less than full time (40 hours scheduled work week) shall be entitled to certain pro rata benefits by the ratio that their actual scheduled work week bears to a full-time work week, i.e. 30 (hours worked) to 40 (hours full-time) or three-fourths (3/4). Eligibility for insurance benefits for part-time employees shall be defined by City's agreements with carriers. Enrollment in PERS Retirement requires a minimum of 1000 hours of work per year.

ARTICLE 25 - BUSINESS CARDS:

City shall provide at its cost standard form City-approved business cards for all Unit employees to be used for City business purposes.

ARTICLE 26 - TRAINING:

- A. City recognizes that continued training of Unit members is of benefit to both City and members in that it introduces employee to new methods and techniques of performing duties and sharpens and increases skills necessary to provide high levels of productivity. City shall, in so far as is fiscally possible, budget sums each year for continued training and education. City shall be responsible for the reasonable expenses of training programs, including travel and lodging, when such expenses and costs are authorized by the appropriate Department Head in advance.
- B. City shall, in so far as is practical, encourage technical/vocational training in

specific occupations. Two examples of such training are: 1) electrical maintenance, in order to make routine building maintenance reasonably dependent on in-house capability and 2) computer training. Technical/vocational training for an employee shall have prior approval of the City Manager (and City Council if deemed appropriate) including arrangements for costs thereof.

ARTICLE 27 - EDUCATION INCENTIVE:

- A. For those job classifications included in this MOU, City shall pay 2.5% of the employee's base salary per month to those non-probationary employees who successfully complete or have attained an A.A. or A.S. degree in a field of study related to their work with City or with local government in general. City shall pay a bonus of 5% per month to those non-probationary employees who successfully complete or have attained a B.A. or B.S. degree - also in a field of study related to their work, or with local government in general. This incentive is available only to those employees who earn and receive such a degree while employed by the City. The City Manager shall determine if the curriculum leading to the degree meets the qualifying standards.
- B. Employees shall receive Education Incentive for the highest level of education received only and shall not be paid for more than one degree as listed above. If approved by the employee's Department Head and the Personnel Officer, this incentive pay shall become effective upon the date of presentation by the employee of the proper documentation of the completion of coursework. If copy of diploma/degree does not specify course of study, a certified transcript from the college or university must be included. No course shall be counted for which an employee receives less than a "C" or "Pass" grade.
- C. City shall grant incentive pay of one percent (1%) per month of an employee's salary to those non-probationary employees who successfully complete or have completed certification, training and/or education in a subject skill or a field of study related to the employee's duties and which will make the employee more productive in his/her work. This incentive shall be for training, education or courses that are desired by the unit employee for employee's own professional growth. Training, education or courses qualifying for this incentive shall have the prior recommendation of the employees' Department Head and approval of the City Manager. Incentive Pay shall not be paid for those courses or classes that are arranged and/or paid for by City as part of its commitment to employee training.
- D. A second incentive bonus of one percent (1%) per month of an employee's salary shall be granted to non-probationary employees who successfully complete a second certification, training and/or educational course, using the same criteria as stated in Section C above.

ARTICLE 28 - TEMPORARY WORK IN ANOTHER CLASSIFICATION:

Employees represented by this Unit may be assigned to temporarily work in higher position classifications. Typical reasons for such assignments would include the sudden resignation or other long-term absence of a Department Head within their department. To qualify for the following benefit, the assignment would require the employee to perform the majority of the essential functions of the higher position in addition to the essential functions of his or her regular position. In this event, City and Unit agree to the following:

- A. The City shall provide a pay differential of at least 5% or Step A of the higher classification. The employee shall receive the highest pay rate as provided by this section. The determination of who is qualified for, and formally assigned to the higher capacity shall remain at the discretion of the Department Head with final approval of the City Manager.

ARTICLE 29 - SENIORITY:

Seniority shall be measured by total length of service in years, months and days from date of last hire.

- A. Newly hired employees shall accrue seniority from date of hire but may not exercise rights of such accrual until the satisfactory completion of a one year probationary period. Promotions and accompanying one-year probationary periods do not affect the original hire date for purposes of calculating seniority.
- B. Promotions, demotions, and rehires shall be within the sole discretion of the City Manager or his/her designee. Demotions shall be subject to the appeals procedure. In making these determinations, the City Manager or his authorized representative shall consider 1) Seniority - Length of Service and 2) Ability, efficiency, and special skills;
 - 1. Where in the fair and impartial judgement of the City Manager or his authorized representative, factors under #2 are relatively equal, #1, Seniority, shall govern unless extenuating circumstances prevail.
- C. City policy dictates that layoffs shall be according to seniority (*last person hired will be first person to be laid off*), provided the remaining employee(s) has the ability to perform the work. Therefore, those employees of this Unit who have attained seniority within their job classification and/or department, and/or who have received promotions which have placed them (i.e. their job classifications) in this Unit, shall, before being considered for layoff, be given the opportunity of returning to a prior or lower job classification (*or assuming similar duties of a previous position if that job classification or job title has changed*) and replacing another employee with less seniority.

- D. Employees who have been laid off shall be recalled in the inverse order of layoff.
- E. Any person transferring from one department to another with the same job classification shall not suffer a reduction in compensation.
- F. Seniority shall be lost by:
 - 1. Termination from City employment
 - 2. Failure to return from an authorized leave of absence
 - 3. Failure to respond to notice of recall from layoff within the established time frame.

ARTICLE 30 - GRIEVANCE PROCEDURE AND UNIT REPRESENTATIVE:

- A. A Grievance is a complaint involving the application of the terms of the MOU, City rules and regulations or any action taken against an employee. A Grievance Procedure's purpose is to encourage City and its employees to solve difficulties and problems at the lowest possible administrative and/or supervisory level. An informal discussion or meeting between parties to bring difficult issues to light will usually result in the resolution of the situation. However, if an employee chooses to use the Grievance Procedure, it shall be incumbent upon the parties to follow these procedures expressly.
- B. Unit may appoint a representative to handle grievances pertaining to this MOU. Upon designating such a representative, Unit shall provide City, in writing, with the name of the representative.
- C. A Grievance should not be considered the same as the Appeal Process before the Personnel Commission which may be filed in accordance with the City of Selma Personnel Rules and regulations, Rule XII, for issues relative to those defined in said Resolution and City of Selma (Personnel) Ordinance No. 812, Chapter 2-2-4.

ARTICLE 31 - ADOPTION OF AGREEMENT AND AMENDING PROCEDURE:

- A. This MOU shall be deemed adopted and binding effectively terminating negotiations during its term upon approval and subscription of the Unit and City.
- B. If either Unit or City desires to modify or change this MOU during its term, said party shall serve written notice on the other party, setting forth the nature of the proposed modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of proposal.

- C. No presently existing benefit, whether monetary or otherwise, may be reduced below its present level, except as agreed to in this MOU.

ARTICLE 32 - SAVINGS CLAUSE:

- A. This MOU is the entire agreement of the parties, terminating all prior MOU's and concluding all negotiation during the term of this MOU, except as provided in Articles 8. The parties hereto may, from time to time meet to discuss the administration of this MOU.
- B. Should any provisions of this MOU be found to be in contravention of any federal or State Law, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this MOU shall remain in force and effect. The parties hereto shall negotiate any provision found to be in contravention of State or Federal Law.

ARTICLE 33 - TERM:

This Memorandum of Understanding shall remain in effect for a period commencing from July 1, 2019 and ending June 30, 2022, subject to appropriate modifications by mutual agreement of the parties.

ARTICLE 34 - APPROVALS:

DATE: July 1, 2019

"CITY"
City of Selma,
a municipal corporation

BY: _____
Teresa Gallavan
City Manager/Municipal
Employees Relations Officer

"UNIT"
Miscellaneous Middle Management
Employee Group

BY: _____
Representative

BY: _____
Representative

BY: _____
Representative

EXHIBIT A

**MOU INCREASE
MISCELLANEOUS MID-MANAGEMENT
EFFECTIVE JUNE 22, 2019**

Position	A	B	C	D	E
Accountant					
Monthly	4,655.00	4,888.00	5,132.00	5,389.00	5,658.00
Biweekly	2,148.46	2,256.00	2,368.62	2,487.23	2,611.38
Hourly	26.86	28.20	29.61	31.09	32.64
Administrative Analyst					
Monthly	4,858.00	5,101.00	5,356.00	5,624.00	5,905.00
Biweekly	2,242.15	2,354.31	2,472.00	2,595.69	2,725.38
Hourly	28.03	29.43	30.90	32.45	34.07
City Clerk/Public Information Officer					
Monthly	5,537.00	5,814.00	6,105.00	6,410.00	6,731.00
Biweekly	2,555.54	2,683.38	2,817.69	2,958.46	3,106.62
Hourly	31.94	33.54	35.22	36.98	38.83
Finance Department Manager					
Monthly	4,888.00	5,132.00	5,389.00	5,658.00	5,941.00
Biweekly	2,256.00	2,368.62	2,487.23	2,611.38	2,742.00
Hourly	28.20	29.61	31.09	32.64	34.28
Fleet Maintenance Supervisor					
Monthly	5,348.00	5,615.00	5,896.00	6,191.00	6,501.00
Biweekly	2,468.31	2,591.54	2,721.23	2,857.38	3,000.46
Hourly	30.85	32.39	34.02	35.72	37.51
Human Resources Manager					
Monthly	5,716.00	6,002.00	6,302.00	6,617.00	6,948.00
Biweekly	2,638.15	2,770.15	2,908.62	3,054.00	3,206.77
Hourly	32.98	34.63	36.36	38.18	40.08
Info System Coor/GIS Supervisor					
Monthly	4,397.00	4,617.00	4,848.00	5,090.00	5,345.00
Biweekly	2,029.38	2,130.92	2,237.54	2,349.23	2,466.92
Hourly	25.37	26.64	27.97	29.37	30.84
Planning & Development Manager					
Monthly	6,750.00	7,088.00	7,442.00	7,814.00	8,205.00
Biweekly	3,115.38	3,271.38	3,434.77	3,606.46	3,786.92
Hourly	38.94	40.89	42.93	45.08	47.34

EXHIBIT A

Position	A	B	C	D	E
Police Records Supervisor					
Monthly	4,111.00	4,317.00	4,533.00	4,760.00	4,998.00
Biweekly	1,897.38	1,992.46	2,092.15	2,196.92	2,306.77
Hourly	23.72	24.91	26.15	27.46	28.83
Principal Planner					
Monthly	6,428.00	6,749.00	7,086.00	7,440.00	7,812.00
Biweekly	2,966.77	3,114.92	3,270.46	3,433.85	3,605.54
Hourly	37.08	38.94	40.88	42.92	45.07
Public Works Supervisor					
Monthly	5,039.00	5,291.00	5,556.00	5,834.00	6,126.00
Biweekly	2,325.69	2,442.00	2,564.31	2,692.62	2,827.38
Hourly	29.07	30.53	32.05	33.66	35.34
Recreation Supervisor					
Monthly	4,001.00	4,201.00	4,411.00	4,632.00	4,864.00
Biweekly	1,846.62	1,938.92	2,035.85	2,137.85	2,244.92
Hourly	23.08	24.24	25.45	26.72	28.06
Transit Maintenance Manager					
Monthly	5,299.00	5,564.00	5,842.00	6,134.00	6,441.00
Biweekly	2,445.69	2,568.00	2,696.31	2,831.08	2,972.77
Hourly	30.57	32.10	33.70	35.39	37.16

EXHIBIT A

**MOU INCREASE
MISCELLANEOUS MID-MANAGEMENT
EFFECTIVE JUNE 20, 2020**

Position	A	B	C	D	E
Accountant					
Monthly	4,818.00	5,059.00	5,312.00	5,578.00	5,857.00
Biweekly	2,223.69	2,334.92	2,451.69	2,574.46	2,703.23
Hourly	27.80	29.19	30.65	32.18	33.79
Administrative Analyst					
Monthly	5,028.00	5,279.00	5,543.00	5,820.00	6,111.00
Biweekly	2,320.62	2,436.46	2,558.31	2,686.15	2,820.46
Hourly	29.01	30.46	31.98	33.58	35.26
City Clerk/Public Information Officer					
Monthly	5,731.00	6,018.00	6,319.00	6,635.00	6,967.00
Biweekly	2,645.08	2,777.54	2,916.46	3,062.31	3,215.54
Hourly	33.06	34.72	36.46	38.28	40.19
Finance Department Manager					
Monthly	5,059.00	5,312.00	5,578.00	5,857.00	6,150.00
Biweekly	2,334.92	2,451.69	2,574.46	2,703.23	2,838.46
Hourly	29.19	30.65	32.18	33.79	35.48
Fleet Maintenance Supervisor					
Monthly	5,535.00	5,812.00	6,103.00	6,408.00	6,728.00
Biweekly	2,554.62	2,682.46	2,816.77	2,957.54	3,105.23
Hourly	31.93	33.53	35.21	36.97	38.82
Human Resources Manager					
Monthly	5,916.00	6,212.00	6,523.00	6,849.00	7,191.00
Biweekly	2,730.46	2,867.08	3,010.62	3,161.08	3,318.92
Hourly	34.13	35.84	37.63	39.51	41.49
Info System Coor/GIS Supervisor					
Monthly	4,551.00	4,779.00	5,018.00	5,269.00	5,532.00
Biweekly	2,100.46	2,205.69	2,316.00	2,431.85	2,553.23
Hourly	26.26	27.57	28.95	30.40	31.92
Planning & Development Manager					
Monthly	6,986.00	7,335.00	7,702.00	8,087.00	8,491.00
Biweekly	3,224.31	3,385.38	3,554.77	3,732.46	3,918.92
Hourly	40.30	42.32	44.43	46.66	48.99

EXHIBIT A

Position	A	B	C	D	E
Police Records Supervisor					
Monthly	4,255.00	4,468.00	4,691.00	4,926.00	5,172.00
Biweekly	1,963.85	2,062.15	2,165.08	2,273.54	2,387.08
Hourly	24.55	25.78	27.06	28.42	29.84
Principal Planner					
Monthly	6,653.00	6,986.00	7,335.00	7,702.00	8,087.00
Biweekly	3,070.62	3,224.31	3,385.38	3,554.77	3,732.46
Hourly	38.38	40.30	42.32	44.43	46.66
Public Works Supervisor					
Monthly	5,215.00	5,476.00	5,750.00	6,038.00	6,340.00
Biweekly	2,406.92	2,527.38	2,653.85	2,786.77	2,926.15
Hourly	30.09	31.59	33.17	34.83	36.58
Recreation Supervisor					
Monthly	4,141.00	4,348.00	4,565.00	4,793.00	5,033.00
Biweekly	1,911.23	2,006.77	2,106.92	2,212.15	2,322.92
Hourly	23.89	25.08	26.34	27.65	29.04
Transit Maintenance Manager					
Monthly	5,484.00	5,758.00	6,046.00	6,348.00	6,665.00
Biweekly	2,531.08	2,657.54	2,790.46	2,929.85	3,076.15
Hourly	31.64	33.22	34.88	36.62	38.45

EXHIBIT A

**MOU INCREASE
MISCELLANEOUS MID-MANAGEMENT
EFFECTIVE JUNE 19, 2021**

Position	A	B	C	D	E
Accountant					
Monthly	4,963.00	5,211.00	5,472.00	5,746.00	6,033.00
Biweekly	2,290.62	2,405.08	2,525.54	2,652.00	2,784.46
Hourly	28.63	30.06	31.57	33.15	34.81
Administrative Analyst					
Monthly	5,179.00	5,438.00	5,710.00	5,996.00	6,296.00
Biweekly	2,390.31	2,509.85	2,635.38	2,767.38	2,905.85
Hourly	29.88	31.37	32.94	34.59	36.32
City Clerk/Public Information Officer					
Monthly	5,903.00	6,198.00	6,508.00	6,833.00	7,175.00
Biweekly	2,724.46	2,860.62	3,003.69	3,153.69	3,311.54
Hourly	34.06	35.76	37.55	39.42	41.39
Finance Department Manager					
Monthly	5,211.00	5,472.00	5,746.00	6,033.00	6,335.00
Biweekly	2,405.08	2,525.54	2,652.00	2,784.46	2,923.85
Hourly	30.06	31.57	33.15	34.81	36.55
Fleet Maintenance Supervisor					
Monthly	5,701.00	5,986.00	6,285.00	6,599.00	6,929.00
Biweekly	2,631.23	2,762.77	2,900.77	3,045.69	3,198.00
Hourly	32.89	34.53	36.26	38.07	39.98
Human Resources Manager					
Monthly	6,093.00	6,398.00	6,718.00	7,054.00	7,407.00
Biweekly	2,812.15	2,952.92	3,100.62	3,255.69	3,418.62
Hourly	35.15	36.91	38.76	40.70	42.73
Info System Coor/GIS Supervisor					
Monthly	4,688.00	4,922.00	5,168.00	5,426.00	5,697.00
Biweekly	2,163.69	2,271.69	2,385.23	2,504.31	2,629.38
Hourly	27.05	28.40	29.82	31.30	32.87
Planning & Development Manager					
Monthly	7,196.00	7,556.00	7,934.00	8,331.00	8,748.00
Biweekly	3,321.23	3,487.38	3,661.85	3,845.08	4,037.54
Hourly	41.52	43.59	45.77	48.06	50.47

EXHIBIT A

Position	A	B	C	D	E
Police Records Supervisor					
Monthly	4,383.00	4,602.00	4,832.00	5,074.00	5,328.00
Biweekly	2,022.92	2,124.00	2,230.15	2,341.85	2,459.08
Hourly	25.29	26.55	27.88	29.27	30.74
Principal Planner					
Monthly	6,853.00	7,196.00	7,556.00	7,934.00	8,331.00
Biweekly	3,162.92	3,321.23	3,487.38	3,661.85	3,845.08
Hourly	39.54	41.52	43.59	45.77	48.06
Public Works Supervisor					
Monthly	5,371.00	5,640.00	5,922.00	6,218.00	6,529.00
Biweekly	2,478.92	2,603.08	2,733.23	2,869.85	3,013.38
Hourly	30.99	32.54	34.17	35.87	37.67
Recreation Supervisor					
Monthly	4,265.00	4,478.00	4,702.00	4,937.00	5,184.00
Biweekly	1,968.46	2,066.77	2,170.15	2,278.62	2,392.62
Hourly	24.61	25.83	27.13	28.48	29.91
Transit Maintenance Manager					
Monthly	5,649.00	5,931.00	6,228.00	6,539.00	6,866.00
Biweekly	2,607.23	2,737.38	2,874.46	3,018.00	3,168.92
Hourly	32.59	34.22	35.93	37.73	39.61

July 1, 2019

1.f.

RESOLUTION NO. 2019- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA ADOPTING A MASTER SALARY SCHEDULE FOR
ALL CITY EMPLOYEES**

WHEREAS, Section 36506 of the California Government Code requires that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees; and

WHEREAS, pursuant to Section 570.5 of Title 2 of the California Code of Regulations, pay rates shall be duly approved and adopted by the City Council in accordance with requirements of public meetings laws and be publicly available in a salary schedule which identifies the position title, the pay rate for each position, which may be stated as a single amount or as multiple amounts within a range, and that indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually; and

WHEREAS, the California Public Employees' Retirement System (CalPERS), requested all CalPERS employers list their compensation levels in one document, approved and adopted by the governing body, in accordance with Title 2, California Code of Regulations section 570.5, and meeting all of the requirements thereof; and

WHEREAS, the previously approved master salary schedule has been amended to reflect the new salary ranges effective June 22, 2019 for all bargaining groups, and all compensation plans of the City; and

WHEREAS, the City desires to adopt the amended master salary scheduled attached as Exhibit "A" to this resolution in conformance with Section 36506 of the California Government Code and Title 2, CCR section 570.5.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. All prior resolutions concerning compensation for City employees that are in conflict with this resolution or the attached master salary schedule are hereby repealed.

Section 3. The City Council hereby adopts a single consolidated Master Salary Schedule that meets all of the requirements of Title 2 CCR section 570.5, attached hereto as Exhibit A, and incorporated herein by reference.

Section 4. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 1st day of July 2019 by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

**CITY OF SELMA
MASTER SALARY SCHEDULE
EFFECTIVE JUNE 22, 2019**

DEPARTMENT HEADS-FLSA EXEMPT

Position	Frequency	Current Salary
City Manager	Monthly	14,167.00
	Biweekly	6,538.62
	Hourly	81.73
Assistant City Manager	Monthly	7,918.00
	Biweekly	3,654.46
	Hourly	45.68
Community Development Director	Monthly	8,706.00
	Biweekly	4,018.15
	Hourly	50.23
Community Services Director	Monthly	6,918.00
	Biweekly	3,192.92
	Hourly	39.91
Finance Director	Monthly	6,943.00
	Biweekly	3,204.46
	Hourly	40.06
Fire Chief	Monthly	8,834.00
	Biweekly	4,077.23
	Hourly	50.97
Police Chief	Monthly	9,144.00
	Biweekly	4,220.31
	Hourly	52.75
Public Works Director	Monthly	6,652.00
	Biweekly	3,070.15
	Hourly	38.38

FIREFIGHTERS LOCAL 3716

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Engineer	Monthly	4,304.00	4,519.00	4,745.00	4,982.00	5,231.00
	Biweekly	1,986.46	2,085.69	2,190.00	2,299.38	2,414.31
	Hourly*	17.74	18.62	19.55	20.53	21.56
Firefighter	Monthly	3,902.00	4,097.00	4,302.00	4,517.00	4,743.00
	Biweekly	1,800.92	1,890.92	1,985.54	2,084.77	2,189.08
	Hourly*	16.08	16.88	17.73	18.61	19.55

(* 56 hours per week)

FIRE MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Captain	Monthly	5,468.00	5,741.00	6,028.00	6,329.00	6,645.00
	Biweekly	2,523.69	2,649.69	2,782.15	2,921.08	3,066.92
	Hourly *	22.53	23.66	24.84	26.08	27.38
(* 56 hours per week)						
Fire Division Chief (FLSA Exempt)	Monthly	6,961.00	7,309.00	7,674.00	8,058.00	8,461.00
	Biweekly	3,212.77	3,373.38	3,541.85	3,719.08	3,905.08
	Hourly	40.16	42.17	44.27	46.49	48.81
Fire Marshal	Monthly	5,468.00	5,741.00	6,028.00	6,329.00	6,645.00
	Biweekly	2,523.69	2,649.69	2,782.15	2,921.08	3,066.92
	Hourly	31.55	33.12	34.78	36.51	38.34

MISCELLANEOUS MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Accountant	Monthly	4,655.00	4,888.00	5,132.00	5,389.00	5,658.00
	Biweekly	2,148.46	2,256.00	2,368.62	2,487.23	2,611.38
	Hourly	26.86	28.20	29.61	31.09	32.64
Administrative Analyst	Monthly	4,858.00	5,101.00	5,356.00	5,624.00	5,905.00
	Biweekly	2,242.15	2,354.31	2,472.00	2,595.69	2,725.38
	Hourly	28.03	29.43	30.90	32.45	34.07
City Clerk/Public Information Ofc	Monthly	5,537.00	5,814.00	6,105.00	6,410.00	6,731.00
	Biweekly	2,555.54	2,683.38	2,817.69	2,958.46	3,106.62
	Hourly	31.94	33.54	35.22	36.98	38.83
Finance Department Manager	Monthly	4,888.00	5,132.00	5,389.00	5,658.00	5,941.00
	Biweekly	2,256.00	2,368.62	2,487.23	2,611.38	2,742.00
	Hourly	28.20	29.61	31.09	32.64	34.28
Fleet Maintenance Supervisor	Monthly	5,348.00	5,615.00	5,896.00	6,191.00	6,501.00
	Biweekly	2,468.31	2,591.54	2,721.23	2,857.38	3,000.46
	Hourly	30.85	32.39	34.02	35.72	37.51
Human Resources Manager	Monthly	5,716.00	6,002.00	6,302.00	6,617.00	6,948.00
	Biweekly	2,638.15	2,770.15	2,908.62	3,054.00	3,206.77
	Hourly	32.98	34.63	36.36	38.18	40.08
Info System Coor/GIS Supervisor	Monthly	4,397.00	4,617.00	4,848.00	5,090.00	5,345.00
	Biweekly	2,029.38	2,130.92	2,237.54	2,349.23	2,466.92
	Hourly	25.37	26.64	27.97	29.37	30.84
Planning & Development Manager	Monthly	6,750.00	7,088.00	7,442.00	7,814.00	8,205.00
	Biweekly	3,115.38	3,271.38	3,434.77	3,606.46	3,786.92
	Hourly	38.94	40.89	42.93	45.08	47.34

MISCELLANEOUS MID-MANAGEMENT - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Police Records Supervisor	Monthly	4,111.00	4,317.00	4,533.00	4,760.00	4,998.00
	Biweekly	1,897.38	1,992.46	2,092.15	2,196.92	2,306.77
	Hourly	23.72	24.91	26.15	27.46	28.83
Principal Planner	Monthly	6,428.00	6,749.00	7,086.00	7,440.00	7,812.00
	Biweekly	2,966.77	3,114.92	3,270.46	3,433.85	3,605.54
	Hourly	37.08	38.94	40.88	42.92	45.07
Public Works Supervisor	Monthly	5,039.00	5,291.00	5,556.00	5,834.00	6,126.00
	Biweekly	2,325.69	2,442.00	2,564.31	2,692.62	2,827.38
	Hourly	29.07	30.53	32.05	33.66	35.34
Recreation Supervisor	Monthly	4,001.00	4,201.00	4,411.00	4,632.00	4,864.00
	Biweekly	1,846.62	1,938.92	2,035.85	2,137.85	2,244.92
	Hourly	23.08	24.24	25.45	26.72	28.06
Transit Maintenance Manager	Monthly	5,299.00	5,564.00	5,842.00	6,134.00	6,441.00
	Biweekly	2,445.69	2,568.00	2,696.31	2,831.08	2,972.77
	Hourly	30.57	32.10	33.70	35.39	37.16

POLICE MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Police Lieutenant	Monthly	6,205.00	6,515.00	6,841.00	7,183.00	7,542.00
	Biweekly	2,863.85	3,006.92	3,157.38	3,315.23	3,480.92
	Hourly	35.80	37.59	39.47	41.44	43.51
Police Sergeant	Monthly	4,984.00	5,233.00	5,495.00	5,770.00	6,059.00
	Biweekly	2,300.31	2,415.23	2,536.15	2,663.08	2,796.46
	Hourly	28.75	30.19	31.70	33.29	34.96

POLICE OFFICERS ASSOCIATION

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Community Services Officer	Monthly	2,787.00	2,926.00	3,072.00	3,226.00	3,387.00
	Biweekly	1,286.31	1,350.46	1,417.85	1,488.92	1,563.23
	Hourly	16.08	16.88	17.72	18.61	19.54
Police Officer	Monthly	3,951.00	4,149.00	4,356.00	4,574.00	4,803.00
	Biweekly	1,823.54	1,914.92	2,010.46	2,111.08	2,216.77
	Hourly	22.79	23.94	25.13	26.39	27.71

POLICE OFFICERS ASSOCIATION - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Property/Evidence Technician	Monthly	3,072.00	3,226.00	3,387.00	3,556.00	3,734.00
	Biweekly	1,417.85	1,488.92	1,563.23	1,641.23	1,723.38
	Hourly	17.72	18.61	19.54	20.52	21.54
Safety Dispatcher I	Monthly	2,992.00	3,142.00	3,299.00	3,464.00	3,637.00
	Biweekly	1,380.92	1,450.15	1,522.62	1,598.77	1,678.62
	Hourly	17.26	18.13	19.03	19.98	20.98
Safety Dispatcher II	Monthly	3,298.00	3,463.00	3,636.00	3,818.00	4,009.00
	Biweekly	1,522.15	1,598.31	1,678.15	1,762.15	1,850.31
	Hourly	19.03	19.98	20.98	22.03	23.13

PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Custodian	Monthly	2,760.00	2,898.00	3,043.00	3,195.00	3,355.00
	Biweekly	1,273.85	1,337.54	1,404.46	1,474.62	1,548.46
	Hourly	15.92	16.72	17.56	18.43	19.36
Equipment Mechanic III	Monthly	3,901.00	4,096.00	4,301.00	4,516.00	4,742.00
	Biweekly	1,800.46	1,890.46	1,985.08	2,084.31	2,188.62
	Hourly	22.51	23.63	24.81	26.05	27.36
Maintenance Worker I	Monthly	2,827.00	2,968.00	3,116.00	3,272.00	3,436.00
	Biweekly	1,304.77	1,369.85	1,438.15	1,510.15	1,585.85
	Hourly	16.31	17.12	17.98	18.88	19.82
Maintenance Worker II	Monthly	3,148.00	3,305.00	3,470.00	3,644.00	3,826.00
	Biweekly	1,452.92	1,525.38	1,601.54	1,681.85	1,765.85
	Hourly	18.16	19.07	20.02	21.02	22.07
Maintenance Worker III	Monthly	3,595.00	3,775.00	3,964.00	4,162.00	4,370.00
	Biweekly	1,659.23	1,742.31	1,829.54	1,920.92	2,016.92
	Hourly	20.74	21.78	22.87	24.01	25.21
Transit Fleet Service Coordinator	Monthly	4,858.00	5,101.00	5,356.00	5,624.00	5,905.00
	Biweekly	2,242.15	2,354.31	2,472.00	2,595.69	2,725.38
	Hourly	28.03	29.43	30.90	32.45	34.07
Transit Mechanic I	Monthly	3,538.00	3,715.00	3,901.00	4,096.00	4,301.00
	Biweekly	1,632.92	1,714.62	1,800.46	1,890.46	1,985.08
	Hourly	20.41	21.43	22.51	23.63	24.81
Transit Mechanic II	Monthly	3,716.00	3,902.00	4,097.00	4,302.00	4,517.00
	Biweekly	1,715.08	1,800.92	1,890.92	1,985.54	2,084.77
	Hourly	21.44	22.51	23.64	24.82	26.06

PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Transit Mechanic III	Monthly	3,901.00	4,096.00	4,301.00	4,516.00	4,742.00
	Biweekly	1,800.46	1,890.46	1,985.08	2,084.31	2,188.62
	Hourly	22.51	23.63	24.81	26.05	27.36
Transit Shuttle Driver	Monthly	2,472.00	2,596.00	2,726.00	2,862.00	3,005.00
	Biweekly	1,140.92	1,198.15	1,258.15	1,320.92	1,386.92
	Hourly	14.26	14.98	15.73	16.51	17.34

SECRETARIAL, TECHNICAL & CLERICAL

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Account Clerk II	Monthly	3,148.00	3,305.00	3,470.00	3,644.00	3,826.00
	Biweekly	1,452.92	1,525.38	1,601.54	1,681.85	1,765.85
	Hourly	18.16	19.07	20.02	21.02	22.07
Administrative Assistant	Monthly	3,373.00	3,542.00	3,719.00	3,905.00	4,100.00
	Biweekly	1,556.77	1,634.77	1,716.46	1,802.31	1,892.31
	Hourly	19.46	20.43	21.46	22.53	23.65
Arts Center Coordinator	Monthly	3,014.00	3,165.00	3,323.00	3,489.00	3,663.00
	Biweekly	1,391.08	1,460.77	1,533.69	1,610.31	1,690.62
	Hourly	17.39	18.26	19.17	20.13	21.13
Assistant Planner/ Rehab Housing Specialist	Monthly	4,254.00	4,467.00	4,690.00	4,925.00	5,171.00
	Biweekly	1,963.38	2,061.69	2,164.62	2,273.08	2,386.62
	Hourly	24.54	25.77	27.06	28.41	29.83
Associate Planner	Monthly	4,609.00	4,839.00	5,081.00	5,335.00	5,602.00
	Biweekly	2,127.23	2,233.38	2,345.08	2,462.31	2,585.54
	Hourly	26.59	27.92	29.31	30.78	32.32
Building Inspector	Monthly	4,019.00	4,220.00	4,431.00	4,653.00	4,886.00
	Biweekly	1,854.92	1,947.69	2,045.08	2,147.54	2,255.08
	Hourly	23.19	24.35	25.56	26.84	28.19
Building-Planning Technician	Monthly	3,728.00	3,914.00	4,110.00	4,316.00	4,532.00
	Biweekly	1,720.62	1,806.46	1,896.92	1,992.00	2,091.69
	Hourly	21.51	22.58	23.71	24.90	26.15
Clerical Assistant II	Monthly	2,915.00	3,061.00	3,214.00	3,375.00	3,544.00
	Biweekly	1,345.38	1,412.77	1,483.38	1,557.69	1,635.69
	Hourly	16.82	17.66	18.54	19.47	20.45
Code Enforcement Officer	Monthly	3,522.00	3,698.00	3,883.00	4,077.00	4,281.00
	Biweekly	1,625.54	1,706.77	1,792.15	1,881.69	1,975.85
	Hourly	20.32	21.33	22.40	23.52	24.70

SECRETARIAL, TECHNICAL & CLERICAL - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Inspector/Code Enforcement	Monthly	3,797.00	3,987.00	4,186.00	4,395.00	4,615.00
	Biweekly	1,752.46	1,840.15	1,932.00	2,028.46	2,130.00
	Hourly	21.91	23.00	24.15	25.36	26.63
Information System Technician	Monthly	4,141.00	4,348.00	4,565.00	4,793.00	5,033.00
	Biweekly	1,911.23	2,006.77	2,106.92	2,212.15	2,322.92
	Hourly	23.89	25.08	26.34	27.65	29.04
Police Clerk I	Monthly	2,818.00	2,959.00	3,107.00	3,262.00	3,425.00
	Biweekly	1,300.62	1,365.69	1,434.00	1,505.54	1,580.77
	Hourly	16.26	17.07	17.93	18.82	19.76
Police Clerk II	Monthly	2,959.00	3,107.00	3,262.00	3,425.00	3,596.00
	Biweekly	1,365.69	1,434.00	1,505.54	1,580.77	1,659.69
	Hourly	17.07	17.93	18.82	19.76	20.75
Recreation Coordinator	Monthly	3,014.00	3,165.00	3,323.00	3,489.00	3,663.00
	Biweekly	1,391.08	1,460.77	1,533.69	1,610.31	1,690.62
	Hourly	17.39	18.26	19.17	20.13	21.13

PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES

Position	Frequency	Rate As of 6/22/2019	Rate As of 1/1/2020
Art Instructor	Hourly	12.00	13.00
Assistant Planner	Hourly	22.00	22.00
Ballfield Maintenance	Hourly	12.00	13.00
Fire Department Secretary	Hourly	15.30	15.30
Maintenance Worker I	Hourly	14.00	14.00
Office Assistant	Hourly	12.00	13.00
Recreation/Arts Coordinator	Hourly	12.00	13.00
Safety Dispatcher	Hourly	20.00	20.00
Senior Center Activity Coordinator	Hourly	12.00	13.00
Senior Center Nutrition Coordinator	Hourly	12.00	13.00
Visual Arts Instructor	Hourly	12.00	13.00
Vocal Instructor	Hourly	12.00	13.00

PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES - Continued

Position	Frequency	Rate As of 6/22/2019	Rate As of 1/1/2020
Youth Services Coordinator	Hourly	12.00	13.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
72877	06/20/2019	Printed	DAVID M. AGUALLO	JULY 3RD ENTERTAINMENT		1,200.00
72878	06/20/2019	Printed	MARK ALVES/ ALVES ELECTRIC	SHAHER PARK LED LIGHTING, INSTALL POWER TO NEW LIFT-PW SHOP	PARTIAL G	1,925.00
72879	06/20/2019	Printed	AT&T	TELEPHONE 5/4/19-6/3/19		1,375.09
72880	06/20/2019	Printed	AT&T	TELEPHONE 5/4/19-6/3/19		152.17
72881	06/20/2019	Printed	AT&T	TELEPHONE 5/4/19-6/3/19		146.31
72882	06/20/2019	Printed	AT&T	TELEPHONE 5/12/19-6/11/19		60.82
72883	06/20/2019	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 5/1-5/31/19		466.84
72884	06/20/2019	Printed	BENNY BACA/ COOL AIR SPECIALTY	SERVICES & REPAIRS-FIRE, SENIOR CENTER, CITY YARD, PD SEVER ROOM		2,311.00
72885	06/20/2019	Printed	JUSTIN H BEAL/ PACIFIC CONSULTING	FIRE ALARM AND REVIEW CLASS 7/9/19-7/10/19		299.00
72886	06/20/2019	Printed	ERIC BEASLEY	ENGINE BOSS CLASS PER DIEM 6/19/19-6/20/19		80.00
72887	06/20/2019	Printed	MATT BEGINES	ENGINE BOSS CLASS PER DIEM 6/19/19-6/20/19		80.00
72888	06/20/2019	Printed	BEST TOURS & TRAVEL INC.	SENIOR TRIP 5/16/19 LAS VEGAS	R	3,000.00
72889	06/20/2019	Printed	WILL BLACKWELL	ENGINE BOSS CLASS PER DIEM 6/19/19-6/20/19		80.00
72890	06/20/2019	Printed	ELAINE BOOKS/ POLYGRAPH PROFESSIONALS	POLYGRAPH EXAMS-PD		1,250.00
72891	06/20/2019	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE-MAY 2019		14,182.28
72892	06/20/2019	Printed	CDCE INCORPORATED	MDT MONTHLY LEASES-PD		5,757.98
72893	06/20/2019	Printed	CENTRAL VALLEY LOCK & SAFE	REPAIRED PD SIDE ENTRANCE GATE		74.84
72894	06/21/2019	Void				
72895	06/20/2019	Printed	CINTAS CORPORATION NO. 2	LINEN/UNIFORM SERVICE-JUNE 19		470.00
72896	06/20/2019	Printed	CITY OF SANGER FIRE DEPARTMENT	CONSULTING FOR IGT JULY18-APRIL 19		4,546.25
72897	06/20/2019	Printed	COMCAST	INTERNET SERVICE-JUNE 2019		1,485.84
72898	06/20/2019	Printed	COOK'S COMMUNICATION CORP	REPLACE DAMAGED RADIO ANTENNA, COAX KIT/KENWOOD MIC		879.73
72899	06/20/2019	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICE-MAY 19		481.25
72900	06/20/2019	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES-MAY 19		494.84
72901	06/20/2019	Printed	COUNTY OF FRESNO-COMM HEALTH D	DISPATCHING SERVICES 4/1/19-6/30/19		3,582.65
72902	06/20/2019	Printed	DATAPATH LLC	SERVER UPDATE WITH BARRICUDA LABOR II/III, SYMATEC ANTIVIRUS YEARLY MAINT RENEWAL		9,387.00
72903	06/20/2019	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS-MAY 19, FINGERPRINTS MAR-MAY 19		910.00
72904	06/20/2019	Printed	JEANNETTE DERR	WAIT UNTIL DARK SUPPLIES REIMB.		468.08
72905	06/20/2019	Printed	DYSON JANZEN ARCHITECTS, INC.	NEW PD STATION AGREEMENT	PDSA	3,293.79
72906	06/20/2019	Printed	FRUSA EMS LLC	AMBULANCE BILLING-MAY 2019		6,395.59
72907	06/20/2019	Printed	DONOVAN FULLNER	ENGINE BOSS CLASS PER DIEM 6/19/19-6/20/19		80.00
72908	06/20/2019	Printed	MAGNOLIA S. JIMENEZ GALLARDO	PHLEBOTOMY SERVICE 19-4632		50.00
72909	06/20/2019	Printed	JESSE GOMEZ	ENGINE BOSS CLASS PER DIEM 6/19/19-6/20/19		80.00
72910	06/20/2019	Printed	GOVERNMENT REVENUE SOLUTIONS	SUTA SERVICES QTR END 12/31/18		310.76
72911	06/20/2019	Printed	REGINA HARRIS	WAIT UNTIL DARK SOUND DESIGN AND STYLING		400.00
72912	06/20/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 6/5/19		1,151.20
72913	06/20/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 6/12/19		1,605.00
72914	06/20/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-JULY 2019		777.42
72915	06/20/2019	Printed	HEALTHWISE SERVICES, LLC.	KIOSK MEDICAL WASTE SERVICES		150.00
72916	06/20/2019	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		616.68
72917	06/20/2019	Printed	ISAAC J HUERTA	HAIR DESIGN & CUTS FOR WAIT UNTIL DARK		100.00
72918	06/20/2019	Printed	TYSON JOHNSON	FIRE DEPT BOOTS REIMBURSEMENT		200.00
72919	06/20/2019	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		588.10
72920	06/20/2019	Printed	METRO UNIFORM	POLICE REVOLVING ACCT	R	473.20
72921	06/20/2019	Printed	NEW ENGLAND FIRE TRAINING LLC	TRAINING PROP-FORCIBLE ENTRY DOOR		4,352.00
72922	06/20/2019	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		107.78

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
72923	06/20/2019	Printed	LARRY OFFIELD/ A&A CRANE SERVICE	INSTALL SURVEILLANCE SYSTEM POLE-CORP YARD		232.00
72924	06/20/2019	Printed	MATTHEW PETERS	ENGINE BOSS CLASS PER DIEM 6/19/19-6/20/19		80.00
72925	06/20/2019	Printed	PG&E	UTILITIES-JUNE 2019		44.80
72926	06/20/2019	Printed	FARRELL PHILLIPS	BEAUTY AND THE BEAST AUDITION PIANIST		150.00
72927	06/20/2019	Printed	RAY MORGAN COMPANY INC	COPIER MAINT/COPY AGREEMENT 5/1/19-5/31/19		604.90
72928	06/20/2019	Printed	RINCON CONSULTANTS, INC.	SELMA REZONE ASSISTANCE 5/1/19-5/31/19		5,421.13
72929	06/20/2019	Printed	DANIEL ANTHONY RIVAS	FIRE ALARM FIELD INSPECTION CLASS REIMB.		150.00
72930	06/20/2019	Printed	ROADLINE PRODUCTS INC	AIR BEAD DISPENSER FOR PAINT TRUCK		517.53
72931	06/20/2019	Printed	SITEONE LANDSCAPE SUPPLY, LLC.	IRRIGATION SUPPLIES-PARKS, LLMD'S, MEDIANS		2,391.04
72932	06/20/2019	Printed	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE-MAY 2019		175.00
72933	06/20/2019	Printed	SPARKLETTS	WATER SERVICE		120.39
72934	06/20/2019	Printed	STEVE PATRICK AIR &	BUSINESS LIC OVERPAYMENT REIMB.		94.00
72935	06/20/2019	Printed	SUN LIFE	EMPLOYEE INSURANCE-JULY 19		1,516.84
72936	06/20/2019	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		464.00
72937	06/20/2019	Printed	DANIEL NICOLAS TOWNSEND	BEAUTY AND THE BEAST AUDITION PIANIST		150.00
72938	06/20/2019	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME/ADVANCED SCHEDULING		93.75
72939	06/20/2019	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION		40.00
72940	06/20/2019	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION MANAGEMENT 5/19-5/31/19	PDSA	1,252.50
72941	06/20/2019	Printed	YASH P. VERMA	HEP B VACCINATIONS-PW		330.00
72942	06/20/2019	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE-MAY 2019		114,245.36
72943	06/20/2019	Printed	CHUCK WITHERS	REFUND SENIOR TRIP -LAS VEGAS		288.00
72944	06/20/2019	Printed	ZEE MEDICAL SERVICE CO.	FIRST AID SUPPLIES-PD		78.81
72945	06/21/2019	Printed	GATEWAY ENGINEERING, INC.	STPL-5096(038) RSTP NEBRASKA	G	7,500.00
TOTAL						211,818.54

Grant: G PD Station Bond: PDSB (458) PD State Appropriation: PDSA (457) Reimbursement: R

PAYROLL TRANSACTIONS

CHECK REGISTER

Date	Check No.	Amount
6/14/2019	115564-115571	\$2,030.22

Remittance Checks

Date	Check No.	Amount
6/14/2019	115572-115576	\$14,082.97

ACH Payment

Date	Description	Amount
6/14/2019	PR JUN1419	\$170,858.97

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

July 1, 2019

ITEM NO:

2.

SUBJECT: Presentation, discussion and direction regarding district based elections under the California Voting Rights Act

BACKGROUND: At its May 6, 2019 meeting, the City Council approved the Professional Services Agreement with National Demographics Corporation ("NDC") not to exceed \$44,750 to provide a workshop on the process for district elections and to potentially assist the City with districting services.

DISCUSSION: The services outlined in the agreement include a Level 1 – demographic and election history profile. The Level 2 – racially polarized voting analysis of two elections is optional. NDC indicated that on average 90% of jurisdictions receive enough information from Level 1 to move to the drawing of district elections (Level 3).

Staff recommends Council discuss the material presented by NDC and determine if it would like to transition from at-large to district-based elections and if so to direct staff to return with a resolution declaring its intention.

Adoption of a resolution of intent by Council provides the city with 90 days from the date of adoption to hold at least five public hearings regarding the composition of the districts, the draft maps themselves, and adopt an ordinance establishing district-based elections. No lawsuit can be filed during the 90-day safe-harbor period. (Cal. Elections Code 10010(e)(3)(B).)

While the move from at-large to district-based elections has been precipitated by letters from prospective plaintiffs, a city may, on its own, choose to make the transition to district elections. To date, Selma has not received any letters alleging violations of the CVRA.

RECOMMENDATION:

Staff recommends Council discuss the material presented by NDC and provide direction to Staff.



Teresa Gallavan, City Manager

6-26-19

Date

July 1, 2019

California Voting Rights Act (CVRA)

2

- ❑ Under the Federal Voting Rights Act (passed in 1965), a jurisdiction must fail 4 factual tests before it is in violation of the law.
- ❑ The California VRA makes it significantly easier for plaintiffs to force jurisdictions into “by-district” election systems by eliminating two of the US Supreme Court *Gingles* tests:
 - ~~1. Can the protected class constitute the majority of a district?~~
 2. Does the protected class vote as a bloc?
 3. Do the voters who are not in the protected class vote in a bloc to defeat the preferred candidates of the protected class?
 - ~~4. Do the “totality of circumstances” indicate race is a factor in elections?~~
- ❑ Liability is now determined only by the presence of racially polarized voting

CVRA Impact

3

- Switched (or in the process of switching) as a result of CVRA:
 - At least 202 school districts
 - 34 Community College Districts
 - 120 cities
 - 1 County Board of Supervisors
 - 15 water and other special districts.
- Palmdale, Santa Clara and Santa Monica fought “on the merits.” All lost.
 - Santa Monica and Santa Clara are appealing.
 - Palmdale spent about \$1.8 million, Santa Clara about \$800,000, and Santa Monica between \$5 and \$8 million, just on their defense.
 - Santa Monica plaintiffs requested \$22 million
 - No jurisdiction has won a case.
- Key settlements:
 - Palmdale: \$4.7 million
 - Santa Clara: \$3.16 million
 - Modesto: \$3 million
 - Highland: \$1.3 million
 - Anaheim: \$1.1 million
 - Whittier: \$1 million
 - Santa Barbara: \$600,000
 - Tulare Hospital: \$500,000
 - Madera Unified: about \$170,000
 - Hanford Joint Union Schools: \$118,000
 - Merced City: \$42,000

Districting Process (2020)

4

Step	Description
Two Initial Hearings	Held prior to release of draft maps. Education and to solicit input on the communities in the District. Hearings must be within 30 days of each other
Release draft maps	Maps must be posted at least 7 days prior to 3 rd hearing.
Two Hearings on Draft Maps	Two meetings to discuss and revise the draft maps and to discuss the election sequencing. Hearings must be within 45 days of each other
Final Hearing & Map Adoption	Map must be posted 7 days prior to adoption.
2020	First by-district elections
2021	Map adjusted using 2020 Census data
2022	Remaining districts hold first by-district elections

Districting Rules and Goals

5

Federal Laws

- ❑ Equal Population
- ❑ Federal Voting Rights Act
- ❑ No Racial Gerrymandering

Traditional Redistricting Principles

- ❑ Communities of interest
- ❑ Compact
- ❑ Contiguous
- ❑ Visible (Natural & man-made) boundaries
- ❑ Respect voters' choices / continuity in office
- ❑ *Planned future growth*



Demographic Summary

These additional data fields can be used, where appropriate, to assist in identifying “communities of interest.”

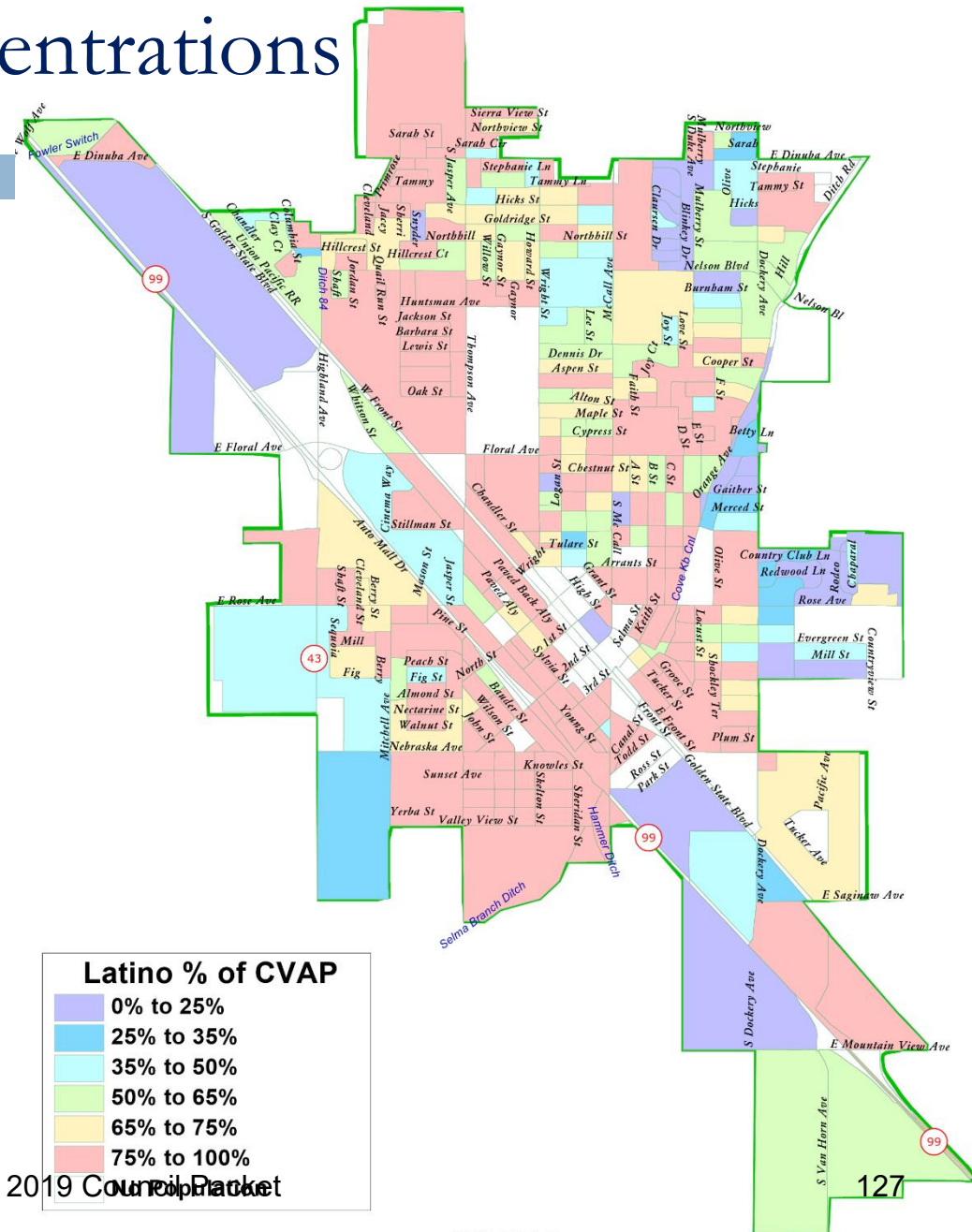
Category	Field	Count	Pct	Category	Field	Count	Pct
	Total Pop	23,720		ACS Pop. Est.	Total	23,981	
Total Pop	Hisp	18,379	77%	Age	age0-19	7,784	32%
	NH White	3,780	16%		age20-60	12,293	51%
	NH Black	187	1%		age60plus	3,903	16%
	Asian-American	1,048	4%	Immigration	immigrants	5,865	24%
Citizen Voting Age Pop	Total	13,044			naturalized	1,873	32%
	Hisp	9,355	72%	Language spoken at home	english	9,285	42%
	NH White	2,636	20%		spanish	11,895	54%
	NH Black	84	1%		asian-lang	41	0%
	Asian/Pac Isl.	695	5%		other lang	892	4%
Voter Registration (Nov 2016)	Total	9,007		Language Fluency	Speaks Eng. "Less than Very Well"	5,069	23%
	Latino est.	6,357	71%	Education (among those age 25+)	hs-grad	7,348	52%
	Spanish-Surnamed	5,711	63%		bachelor	986	7%
	Asian-Surnamed	406	5%		graduatedegree	299	2%
	Filipino-Surnamed	98	1%	Child in Household	child-under18	2,848	43%
	NH White est.	2,054	23%	Pct of Pop. Age 16+	employed	9,011	52%
	NH Black	37	0%	Household Income	income 0-25k	1,679	25%
Voter Turnout (Nov 2016)	Total	5,734			income 25-50k	2,249	34%
	Latino est.	3,822	67%		income 50-75k	1,163	18%
	Spanish-Surnamed	3,433	60%		income 75-200k	1,433	22%
	Asian-Surnamed	266	5%		income 200k-plus	102	2%
	Filipino-Surnamed	55	1%	Housing Stats	single family	5,998	85%
	NH White est.	1,530	27%		multi-family	1,024	15%
	NH Black	24	0%		rented	2,814	42%
Voter Turnout (Nov 2014)	Total	3,481			owned	3,812	58%
	Latino est.	1,935	56%	Total population data from the 2010 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.			
	Spanish-Surnamed	1,739	50%				
	Asian-Surnamed	235	7%				
	Filipino-Surnamed	24	1%				
	NH White est.	1,121	32%				
	NH Black est.	34	1%				

Latino Concentrations

7

Latino eligible voters are concentrated everywhere except the east and west edges of the City.

There are no large geographic concentrations of Asian-Americans, African-Americans or Native Americans.



Defining Communities of Interest

8

1st Question: what is your neighborhood or community of interest?

A Community of Interest is generally defined as a neighborhood or community of shared interests, views, problems, or characteristics.

Possible community feature/boundary definitions include:

- ❑ School attendance areas
- ❑ Natural neighborhood dividing lines, such as highway or major roads, rivers, canals, and/or hills
- ❑ Areas around parks and other neighborhood landmarks
- ❑ Common issues, neighborhood activities, or legislative/election concerns
- ❑ Shared demographic characteristics
 - ❑ Such as similar levels of income, education, or linguistic isolation

2nd Question: Does a Community of Interest want to be united in one district, or to be divided to have a voice in multiple elections?

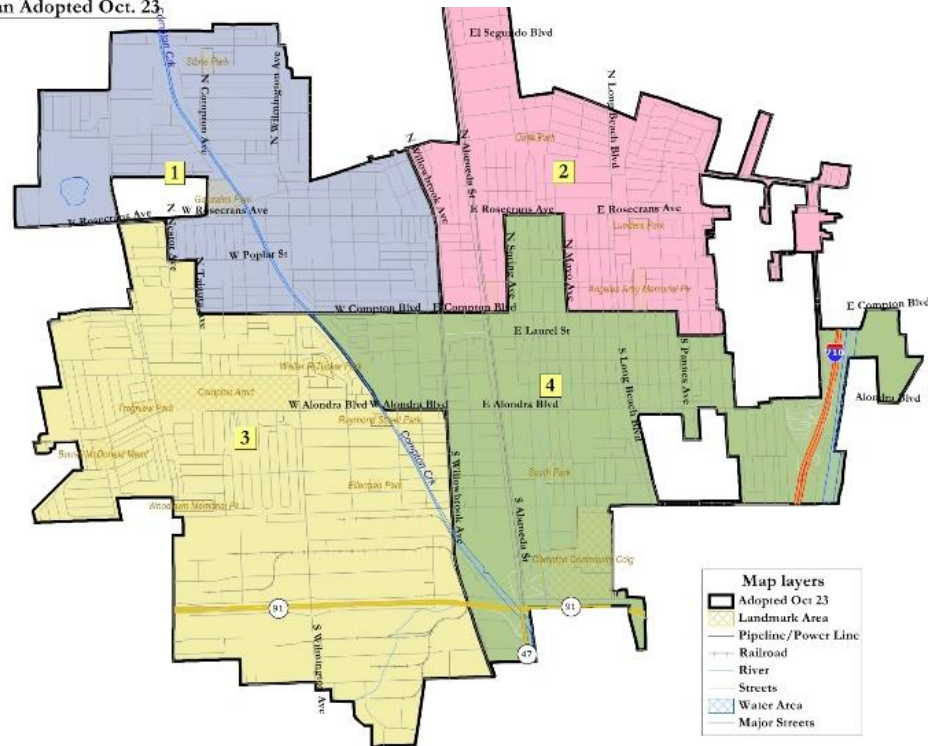


Sample Compact Maps

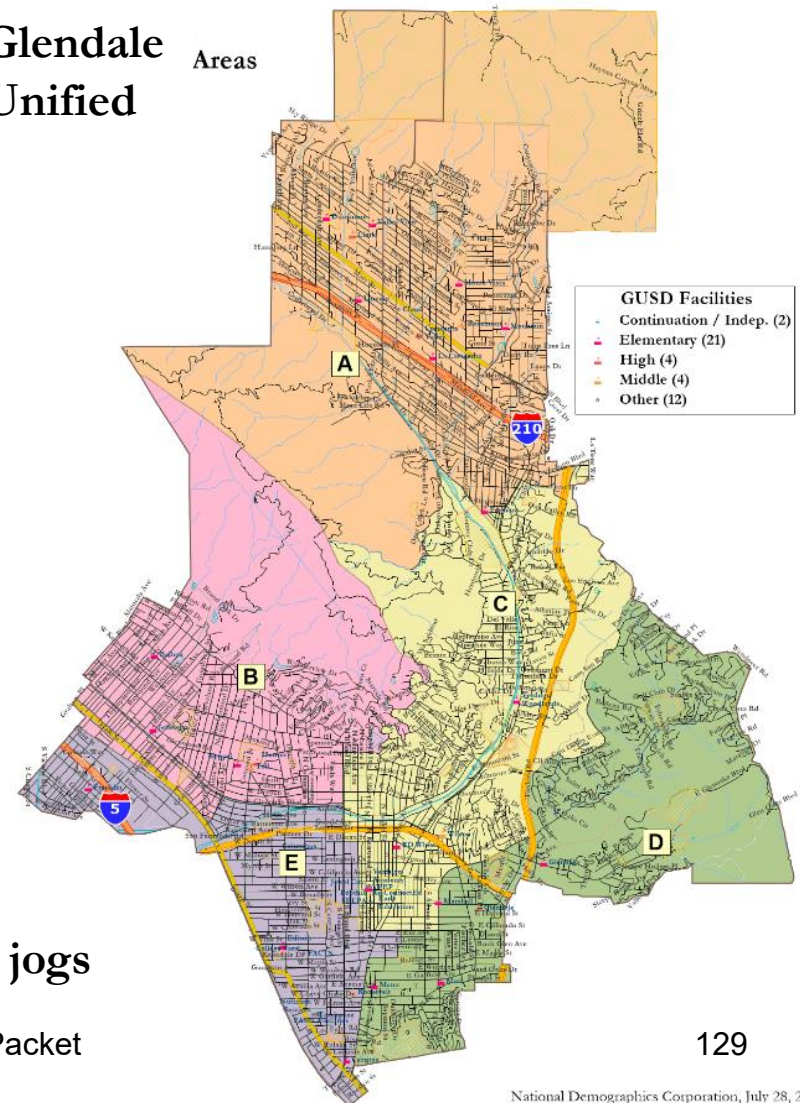
9

City of Compton
2012 Redistricting
Plan Adopted Oct. 23

Compton



Glendale Unified Areas

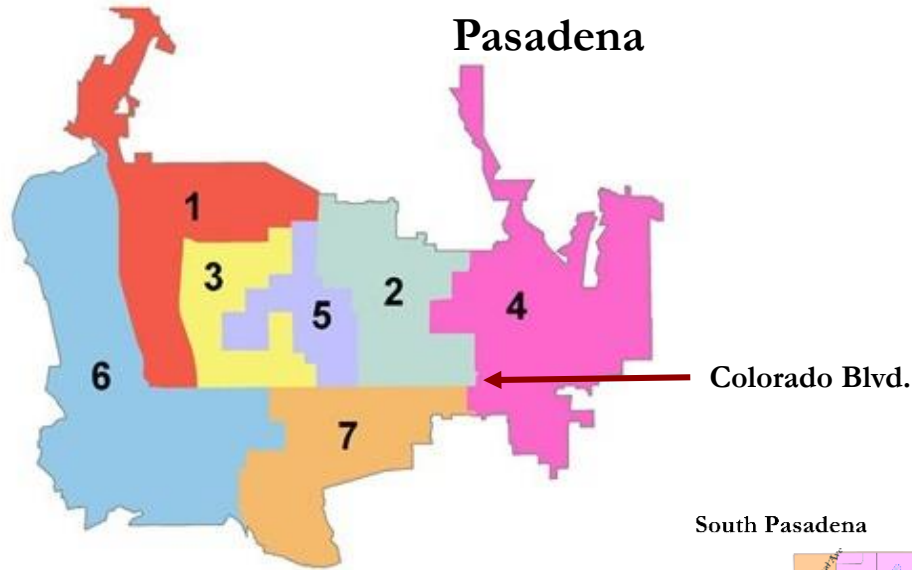


Examples of highly compact maps, with nooks and jogs
driven only by equal population requirements.

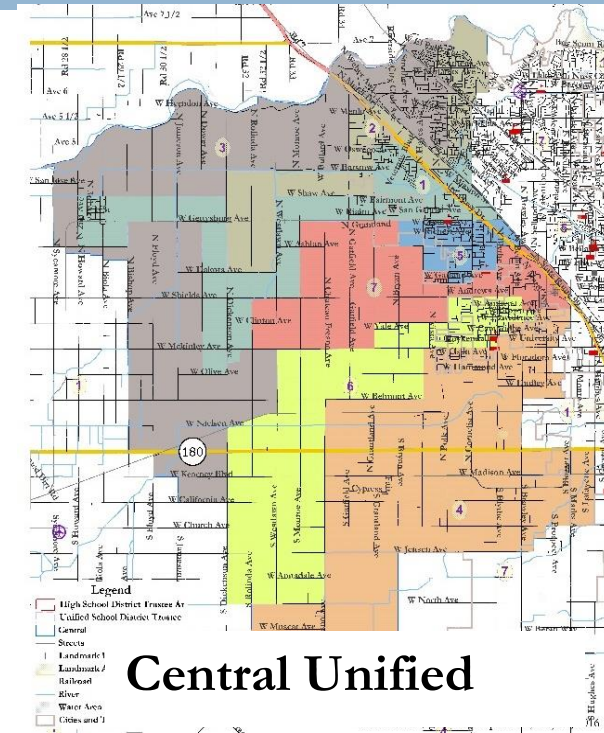
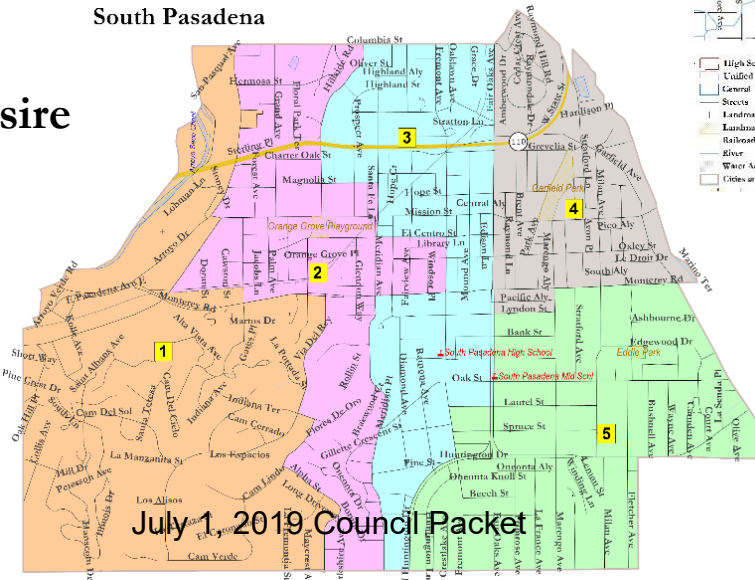
July 1, 2019 Council Packet

Sample Multiple-Representative Maps

10



South Pasadena



Examples of maps where a desire to have all members touch downtown (Pasadena) or rural areas (Central), or as many neighborhoods as possible (South Pas), led to policy-driven but non-compact maps.

July 1, 2019

Summary

11

- ❑ Moving to by-district elections is the only sure “safe harbor” from CVRA litigation
- ❑ The City is overwhelmingly Latino and one would have to work very hard to come up with a district where Latinos are not a majority of eligible voters
- ❑ No City has won a CVRA challenge, so we do not know any/the ‘threshold’ of evidence that would prove a lack of liability
- ❑ CVRA cases are very expensive and the City can lose control of the districting process and map if the City fights and loses
- ❑ The districting process cost is recovered through less-expensive elections every two years

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

July 1, 2019

ITEM NO:

3.

SUBJECT: Consideration of a Resolution approving a certified list of all parcels subject to a special tax levy pursuant to the City of Selma Community Facilities District No. 2006-1, setting the amount of the special tax to be levied on each such parcel for the 2019-20 fiscal year, and authorizing the placement of the special tax on the Fresno County tax rolls

DISCUSSION: On December 4, 2006, Community Facilities District ("CFD") No. 2006-1 was formed for the Vineyard Estates development project. The purpose of a CFD is to provide financing of public improvements and services, including streets, sewer systems and other basic infrastructure, police protection, fire protection, ambulance services, schools, parks, libraries, museums and other cultural facilities. Once a CFD is formed, a special tax lien is placed against each property in the CFD. Property owners then pay a special tax each year for the aforementioned improvements and services.

Pursuant to the CFD's formation documents, annually, the City's Finance Department determines the amount of the special tax by increasing the base year tax by using the greater of the West Urban Area Consumer Price Index (CPI) or three percent (3%). Per the formation documents, the tax cannot exceed \$390.00 for a single-family residence and \$293.00 multi-family, plus the annual adjustment.

The Vineyard Estates project consists of multiple phases and parcels. Once a building permit is issued by the owner or contractor, the special tax lien is placed on the parcel for levy on the next property tax roll. A certified list of parcels and amounts is prepared to reflect each parcel that will be levied for the year. Although not all parcels will be taxed, the outstanding obligation accrues to the following year. For the fiscal year of 2019-20, the rate is as follows:

Special Tax Per Unit	
Single-Family	Multi-Family
\$ 578.31	\$ 434.47


The revenues collected from the tax are restricted and are held by the City in a segregated fund, and are used to pay for the following services within the CFD.

- Police, Fire, and Paramedic Services
- Park Service
- Storm Drainage Services

Only property owners within the Vineyard Estates project are subject to the special tax.

RECOMMENDATION: Adopt the Resolution authorizing the levy of the Fiscal Year 2019-20 special tax for Community Facilities District No. 2006-1 (Vineyard Estates) on the 2019-2020 Fresno County tax roll.

/s/ _____
Isaac Moreno, Assistant City Manager

 _____
Teresa Gallavan, City Manager

06/28/2019

6-27-19

RESOLUTION NO. 2019 - __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING A CERTIFIED LIST OF ALL PARCELS SUBJECT TO A SPECIAL TAX LEVY PURSUANT TO THE CITY OF SELMA COMMUNITY FACILITIES DISTRICT NO. 2006-1, SETTING THE AMOUNT OF THE SPECIAL TAX TO BE LEVIED ON EACH SUCH PARCEL FOR THE 2019-20 FISCAL YEAR, AND AUTHORIZING PLACEMENT OF THE SPECIAL TAX ON THE FRESNO COUNTY TAX ROLLS

WHEREAS, following the conduct of proceedings pursuant to California Streets and Highways Code §3114.5 and the Mello-Roos Community Facilities Act of 1982, as amended, commencing with §53311 of the California Government Code (“Act”) the City conducted proceedings pursuant to the Act, and a special tax was authorized to be levied within the City of Selma Community Facilities District No. 2006-1 (“CFD”), and the lien of the special tax is a continuing lien, secured annually; and

WHEREAS, in accordance with the Act and the proceedings of the City, on January 9, 2007, a notice of special tax lien was recorded in the Office of the Fresno County Recorder as Document No. DOC-2007-0004328, together with the names of the owners of Assessors Tax Parcel Numbers of the real property included within the CFD, and setting forth the amount of the special tax levied by such notice, accompanied by a recorded copy of the ordinance and rate of apportionment of the special tax by as follows:

Land Use Class	Description	Maximum Special Tax Per Unit, Subject to Annual Escalation Factor
1.	Developed single-family residence	\$390.00
2.	Developed multi-family residence	\$293.00

WHEREAS, the Ordinance and rate of apportionment provide that annually, on July 1, following the base year of 2007, the maximum special tax rates set out above shall increase automatically, in accordance with an annual escalation factor which is the greater of the increase in the annual percentage change of all urban consumers consumer price index, or three percent (3%); and

WHEREAS, the City Council may, by resolution, provide for the levy of the special tax in an amount consistent with that set forth in the ordinance, and may order the special tax to be placed on the tax rolls of Fresno County.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Attached hereto and incorporated by reference as Exhibit A, is a certified list of all parcels subject to the special tax, as set forth in the Notice of Special Tax Lien, City of Selma Community Facilities District No. 2006-1, recorded January 9, 2007, as Document No. DOC-2007-0004328, including the amount of the tax to be levied on each parcel for fiscal year 2019-20 according to the terms of the Ordinance recorded with the foregoing notice.

SECTION 3. The City Council hereby approves and adopts Exhibit A, and the amounts set forth thereon are hereby levied as the special tax against the identified parcels for the current tax year. The City Clerk is directed to file a certified copy of this resolution with the County Auditor for placement of the special tax levied by this resolution on the County of Fresno tax rolls.

SECTION 4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 1st day of July 2019 by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

Vineyard Estates CFD 2006-1 Exhibit A

Rate Base:		\$ 390.00 Per Unit		\$ 293.00 Per Unit			
Developed Single-Family Residence							
Developed Multi-Family Residence						Special Tax Per Unit	
Year	CPI-U Rate	Standard Rate	Annual Escalation Factor		Single-Family	Multi-Family	Fiscal Year
2006					\$ 390.00	\$ 293.00	
2007	3.3%	3.0%	3.3%		\$ 402.87	\$ 302.67	2007-8
2008	3.5%	3.0%	3.5%		\$ 416.97	\$ 313.26	2008-9
2009	-0.7%	3.0%	3.0%		\$ 429.48	\$ 322.66	2009-10
2010	1.5%	3.0%	3.0%		\$ 442.36	\$ 332.34	2010-11
2011	3.0%	3.0%	3.0%		\$ 455.63	\$ 342.31	2011-12
2012	2.1%	3.0%	3.0%		\$ 469.30	\$ 352.58	2012-13
2013	1.3%	3.0%	3.0%		\$ 483.38	\$ 363.16	2013-14
2014	1.8%	3.0%	3.0%		\$ 497.88	\$ 374.05	2014-15
2015	1.0%	3.0%	3.0%		\$ 512.82	\$ 385.27	2015-16
2016	1.8%	3.0%	3.0%		\$ 528.21	\$ 396.83	2016-17
2017	2.9%	3.0%	3.0%		\$ 544.05	\$ 408.74	2017-18
2018	3.2%	3.0%	3.2%		\$ 561.46	\$ 421.82	2018-19
2019	2.9%	3.0%	3.0%		\$ 578.31	\$ 434.47	2019-20

Note: The annual escalation factor is the greater of the increase in the annual percentage change of the all Urban Consumers Consumer Price Index (CPI) or three 3%

Vineyard Estates CFD 2006-1
Exhibit A (Continued)

	Special Tax Per Unit	
	Single-Family	Multi-Family
Fiscal Year 2016-17 Rate	\$ 528.21	\$ 396.83
Fiscal Year 2017-18 Rate	\$ 544.05	\$ 408.74
Fiscal Year 2018-19 Rate	\$ 561.46	\$ 421.82
Fiscal Year 2019-20 Rate	\$ 578.32	\$ 434.48

Issue Date	Phase	APN	Address	2018-19 Proration		2019-20 rate	*Total Tax Roll Amount
				Days	Amount		
5/26/2016	One	390-173-01	2719 Birch Street			\$578.32	\$578.32
05/10/16	One	390-172-06	2720 Birch Street			\$578.32	\$578.32
04/04/16	One	390-173-16	2706 Saginaw Avenue			\$578.32	\$578.32
04/04/16	One	390-172-03	2802 Birch Street			\$578.32	\$578.32
05/26/16	One	390-171-04	1723 Shaft Street			\$578.32	\$578.32
04/04/16	One	390-171-03	1717 Shaft Street			\$578.32	\$578.32
04/04/16	One	390-173-03	2731 Birch Street			\$578.32	\$578.32
04/04/16	One	390-173-10	2800 Saginaw Avenue			\$578.32	\$578.32
05/10/16	One	390-172-02	2808 Birch Street			\$578.32	\$578.32
05/10/16	One	390-171-02	1711 Shaft Street			\$578.32	\$578.32
05/10/16	One	390-172-04	2732 Birch Street			\$578.32	\$578.32
04/04/16	One	390-172-01	2814 Birch Street			\$578.32	\$578.32
10/15/15	One	390-173-07	2813 Birch Street			\$578.32	\$578.32
02/04/16	One	390-173-08	2812 Saginaw Avenue			\$578.32	\$578.32
10/15/15	One	390-173-06	2807 Birch Street			\$578.32	\$578.32
02/04/16	One	390-173-09	2806 Saginaw Avenue			\$578.32	\$578.32
02/04/16	One	390-173-05	2801 Birch Street			\$578.32	\$578.32
10/15/15	One	390-173-04	3737 Birch Street			\$578.32	\$578.32
2/4/2016	One	390-173-11	2736 Saginaw Avenue			\$578.32	\$578.32
9/11/2015	One	390-173-12	2730 Saginaw Avenue			\$578.32	\$578.32
9/11/2015	One	390-173-13	2724 Saginaw Avenue			\$578.32	\$578.32
8/25/2015	One	390-173-14	2718 Saginaw Avenue			\$578.32	\$578.32
8/25/2015	One	390-173-15	2712 Saginaw Avenue			\$578.32	\$578.32
2/4/2016	One	390-171-01	1705 Shaft Street			\$578.32	\$578.32
8/19/2016	One	390-173-02	2725 Birch Street			\$578.32	\$578.32
8/5/2016	One	390-173-17	2700 Saginaw Ave			\$578.32	\$578.32
7/28/2016	One	390-173-19	1709 Mitchell Ave			\$578.32	\$578.32
8/19/2016	One	390-173-18	1703 Mitchell Ave			\$578.32	\$578.32
7/28/2016	One	390-173-23	1733 Mitchell Ave			\$578.32	\$578.32
7/28/2016	One	390-173-21	1721 Mitchell Ave			\$578.32	\$578.32
9/22/2016	One	390-172-05	2726 Birch Street			\$578.32	\$578.32
12/15/2016	One	390-173-20	1715 Mitchell Ave			\$578.32	\$578.32
12/15/2016	One	390-173-22	1727 Mitchell Ave			\$578.32	\$578.32
1/24/2017	One	390-181-05	1769 Mitchell Ave			\$578.32	\$578.32
1/24/2017	One	390-173-24	1739 Mitchell Ave			\$578.32	\$578.32
4/3/2017	One	390-181-01	1745 Mitchell Ave			\$578.32	\$578.32
4/3/2017	One	390-181-06	1775 Mitchell Ave			\$578.32	\$578.32
5/4/2017	One	390-181-02	1751 Mitchell Ave			\$578.32	\$578.32
5/4/2017	One	390-181-03	1757 Mitchell Ave			\$578.32	\$578.32
7/10/2017	One	390-181-04	1763 Mitchell Ave			\$578.32	\$578.32
4/10/2019	Two	390-171-11	2804 Ash Street	81	\$128.34	\$578.32	\$706.66
3/29/2019	Two	390-172-14	2809 Ash Street	93	\$147.35	\$578.32	\$725.68
6/21/2018	Two	390-172-07	1719 Berry Street	374	\$592.58	\$578.32	\$1,170.90
1/8/2019	Two	390-173-27	1720 Berry Street	173	\$274.11	\$578.32	\$852.44
1/8/2019	Two	390-173-28	1724 Berry Street	173	\$274.11	\$578.32	\$852.44
6/21/2018	Two	390-172-08	1725 Berry Street	374	\$592.58	\$578.32	\$1,170.90
3/29/2019	Two	390-173-29	1730 Berry Street	93	\$147.35	\$578.32	\$725.68
11/9/2018	Two	390-172-09	1731 Berry Street	233	\$369.17	\$578.32	\$947.50
11/9/2018	Two	390-173-30	1736 Berry Street	233	\$369.17	\$578.32	\$947.50
8/15/2018	Two	390-181-27	1742 Berry Street	319	\$505.44	\$578.32	\$1,083.76
3/29/2019	Two	390-181-16	2718 Blaine Street	93	\$147.35	\$578.32	\$725.68
1/8/2019	Two	390-181-23	2730 Blaine Street	173	\$274.11	\$578.32	\$852.44
8/15/2018	Two	390-181-22	2734 Blaine Street	319	\$505.44	\$578.32	\$1,083.76
4/10/2019	Two	390-172-12	1720 Cleveland St.	81	\$128.34	\$578.32	\$706.66
11/9/2018	Two	390-172-10	1732 Cleveland St.	233	\$369.17	\$578.32	\$947.50
							<u>\$36,632.30</u>

*Total Tax Roll amount was rounded up to make even number when needed

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

July 1, 2019

ITEM NO:

4.

SUBJECT: Consideration of Ordinance No. 2019-3, amending the City's Municipal Code regarding the composition of the Personnel and Planning Commissions

DISCUSSION: Pursuant to Section 2-2-3 of the City's Municipal Code ("Code"), the City has a Personnel Commission which hears appeals submitted by any employee in the competitive service regarding certain specified personnel matters.

Currently, the Personnel Commission consists of five members, and two "ad-hoc" members. The ad-hoc members are required to be the chairs of the City's Planning and Traffic and Streets Commissions. In 2014, the Traffic and Streets Commission was suspended, however, the composition of the Personnel Commission was never revised to reflect the lack of the Traffic and Streets Commission.

As proposed, this ordinance clarifies that the Personnel Commission is comprised of five regular members and two alternates. The alternates must be the two most senior members of the Planning Commission who are not regular members of the Personnel Commission, and only attend at the request of the chairperson, when it is anticipated, or there is an actual lack of a quorum, or in the event that only four regular members are anticipated to attend a meeting. The ordinance also clarifies that a quorum of the Personnel Commission exists when there are at least three members present, which may include alternates. Lastly, the proposed ordinance also amends the sections of the Code that relate to the duties of the Planning Commission, to reflect the aforementioned revisions.

The adoption of this ordinance does not affect the present appointments to the Personnel Commission. Language is included in the ordinance which confirms that the individuals currently holding office are regular members.

There is no fiscal impact associated with the adoption of this ordinance.

RECOMMENDATION: It is recommended that the City Council: 1) Waive reading of Ordinance No. 2019-3, and read by title only; and 2) Introduce Ordinance No. 2019-3, an Ordinance of the Selma City Council amending Sections 2-2-3 (Personnel Commission) and 2-2-4 (Duties of the Personnel Commission) of Chapter 2 (Personnel System), and Section 2-1-2 (Organization; Terms; Compensation) of Chapter 1 (Planning Commission), of Title 2 (Commissions and Boards) of the City of Selma Municipal Code regarding the composition of the Personnel and Planning Commissions.

_____/s/_____
Tesla Nason, Human Resources Manager

06/27/2019
Date

_____/s/_____
Teresa Gallavan, City Manager

06/27/2019
Date

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA AMENDING SECTIONS 2-2-3 (PERSONNEL COMMISSION) AND 2-2-4 (DUTIES OF THE PERSONNEL COMMISSION) OF CHAPTER 2 (PERSONNEL SYSTEM), AND SECTION 2-1-2 (ORGANIZATION; TERMS; COMPENSATION) OF CHAPTER 1 (PLANNING COMMISSION) OF TITLE 2 (COMMISSIONS AND BOARDS) OF THE CITY OF SELMA MUNICIPAL CODE REGARDING THE COMPOSITION OF THE PERSONNEL AND PLANNING COMMISSIONS

WHEREAS, pursuant to Section 2-2-3 of the City's Municipal Code ("Code"), there is an established Personnel Commission which hears appeals submitted by any employee in the competitive service regarding certain specified personnel matters; and

WHEREAS, under the City's Code, the Personnel Commission is comprised of five regular members, and two, ad-hoc members who are required to be the chairpersons of the Selma Planning Commission and Traffic and Streets Commission; and

WHEREAS, the Traffic and Streets Commission was suspended in 2014, and therefore it is necessary to amend the requirements governing the composition of the Personnel Commission; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings.

The City Council finds that based upon substantial evidence presented to the City Council during the July 1, 2019 public meeting, that all of the facts set forth in the Recitals, are true and correct, and are incorporated herein by reference.

SECTION 2. Selma Municipal Code Amendment.

The first paragraph of Section 2-2-3 (Personnel Commission) of Chapter 2 (Personnel System) of Title 2 (Commissions and Boards) of the Selma Municipal Code is hereby amended to read in its entirety as follows:

2-2-3 PERSONNEL COMMISSION

There is hereby created a personnel commission to consist of five (5) regular members, to be appointed by the city council, and two (2) alternate members, who shall be the two most senior members of the Planning Commission, who do not serve as regular members of the Personnel Commission. Said alternates shall attend meetings at the request of the chairperson, and only in the event that there is an anticipated, or actual lack of quorum, or in the event that only four regular members are anticipated to attend a meeting. At no time shall more than five members, including alternates, participate in any matter before the Personnel Commission. Notwithstanding the foregoing, those individuals appointed by the city council and who are in office as of the effective date of this ordinance are regular members, and shall remain in office for a term consistent with their appointments.

SECTION 3. Selma Municipal Code Amendment.

The first paragraph of Section 2-2-4 (Duties of the Personnel Commission) of Chapter 2 (Personnel System) of Title 2 (Commissions and Boards) of the Selma Municipal Code is hereby amended to read in its entirety as follows:

The personnel commission shall determine the order of business for the conduct of its meetings, and shall meet regularly or on call of the chairman or a majority of the members of the commission. Three members of the commission, which may be a combination of regular members and alternates, shall constitute a quorum for the transaction of business.

SECTION 4. Selma Municipal Code Amendment.

The last paragraph of Section 2-1-2 (Organization; Terms; Compensation) of Chapter 1 (Planning Commission) of Title 2 (Commissions and Boards) of the Selma Municipal Code is hereby amended to read in its entirety as follows:

The two most senior members of the Planning Commission, who do not serve as regular members of the Personnel Commission, shall serve as the two alternates members of the Personnel Commission, and shall attend meetings as set forth in Section 2-2-3 of this code.

SECTION 5. Clerical Errors

The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 6. Severability.

Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

SECTION 7. Effective Date.

In accordance with California Government Code § 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 8. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED and ADOPTED this ____ day of July, 2019, by the following vote:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:
ABSTAIN:	COUNCILMEMBER:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk