

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 Records Supervisor receiving a uniform allowance shall wear and appear 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 re-servicing of uniforms that have torn, as well as keeping uniforms cleaned.
3. 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.
4. City shall continue to provide a revolving fund to assist Unit Employee in the purchase of required uniforms, tack, and equipment to a maximum of \$500 per employee at any given time.
 - a. Unit Employee shall reimburse City on a monthly basis, via payroll deductions based on the following:

<u>AMOUNT OWED</u>	<u>MONTHLY PAYMENT</u>
\$0 - \$250	\$25
\$251 - \$500	\$50

- B. City agrees to provide employees with safety equipment as required by State law.
- C. City shall provide uniform articles of clothing and safety equipment to the Public Works Supervisors, Fleet Maintenance Supervisor and Transit Maintenance Manager in the same manner as provided Public Works and Transit Maintenance employees under the terms of the current MOU between City and Public Works

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

RESOLUTION NO. 2019 – 27R

**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: 5 COUNCIL MEMBERS: Guerra, Avalos, Trujillo, Franco, Robertson
NOES: 0 COUNCIL MEMBERS: None
ABSTAIN: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None



Scott Robertson, Mayor

ATTEST:



Reyna Rivera, City Clerk

