

CHICO AREA RECREATION AND PARK DISTRICT (CARD) 545  
Vallombrosa Avenue, Chico, CA 95926  
(530) 895-4711, Fax (530) 895-4721



# MEMORANDUM OF UNDERSTANDING

July 1, 2017 - June 30, 2020

Between the Chico Area Recreation and Park District and The International Union Of Operating  
Engineers, Stationary Local 39 AFL-CIO

As Approved by the Chico Area Recreation and Park District Board of Directors



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**CHICO AREA RECREATION AND PARK DISTRICT (CARD)  
545 VALLOMBROSA AVENUE, CHICO, CA 95926**

**MEMORANDUM OF UNDERSTANDING**

Between the Chico Area Recreation and Park, District and  
The International Union Of Operating Engineers, Stationary Local 39, AFL-CIO  
For the period of July 1, 2017 through June 30, 2020

**GENERAL PROVISION**

The International Union of Operating Engineers, Stationary Local 39, AFL-CIO and the General Manager of the Chico Area Recreation and Park District (hereafter referred to as the District) have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the Supervisory Park and Recreation Unit (identified in addendum A) (the "Unit") represented by Local 39, have exchanged information, opinions and proposals, and have reached agreement on matters relating to the employment conditions and employer-employee relations of said employees.

This Memorandum of Understanding ("MOU") is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510).

**A. Definitions**

1. All Terms. Except as otherwise provided herein, all words used in this MOU shall have the same meaning as set forth in the District's Employer-Employee Rules and Regulations, the District's Employer-Employee Representation Rules and Regulations, the District's Personnel Policy, and, if not in conflict with the foregoing, in the California Government Code, Sections 3500-3510 (Meyers-Milias Brown Act) and Public Resources Code, Sections 5780, et seq. (Recreation and Park District Law).

2. Exceptions

District: As used herein, the term "District" is defined as the Chico Area Recreation and Park District or the General Manager, and/or other representative thereof acting on behalf of the District with regard to the provisions of this memorandum.

Board of Directors: As used herein, the term "Board of Directors" is defined as the elected governing board of the District.

General Manager: As used herein, the term "General Manager" is defined as the general manager of the District or such other representative who is designated by the Board of Directors to speak on behalf of the District with regard to the provisions of this memorandum.

Local 39: As used herein, the term "Local 39" is defined as either the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, or Officer thereof acting on behalf of, International Union of Operating Engineers, Stationary Local 39, AFL-CIO, with regard to this memorandum.

Official Unit: As used herein, the term "Official Unit" is defined as a unit established pursuant to Section 11 C of the District's Employer-Employee Representation Rules and Regulations.

Union Representative: As used herein the term "Union representative" is defined as the individual of the Union who is authorized to speak on behalf of the unit with regard to the provisions of this memorandum.

Employee: As used herein, the term "employee" shall mean permanent, full-time employees of the Unit.

Permanent Employee: As used herein, the term "permanent employee" is defined as an employee of the Unit who has successfully completed the probationary period and has been retained to provide full-time services to the

District and who is compensated at full pay for the employee's position.

Workweek: As used herein, the term "workweek" is defined as any seven (7) day period established by the district.

Hours Worked: As used herein, the term "Hours Worked" is defined as all time an employee is required to be on the District's premises on duty or at a prescribed work place. The following are examples, which would not be considered "Hours Worked". . . duty free lunches, travel to and from work, paid leave time and time spent conducting bona fide volunteer activities.

Seniority: As used herein, the term "Seniority" is defined as the Employee who has held a job title for the longest continuous period.

Workers' Compensation: As used herein, the term "Workers' Compensation" is defined as the Compensation Insurance Payment the employee receives resulting when that employee is injured on the job and is required by a qualified physician to take leave from normal duties.

State Disability Insurance: As used herein, the term "State Disability Insurance" is defined as the Disability Insurance Payment the employee receives resulting when that Employee is injured off the job and is required by a qualified physician to take leave from normal duties.

Dependents: As used herein, the term "dependents" is defined as the Employee's spouse and all unmarried children under 19 years of age, or as accepted by the health coverage.

Lock Out: As used herein, the term "lock out" is defined as a denial of employment by the District to Employees covered by this MOU during meet and confers proceedings for the purpose of forcing the bargaining unit to agree to terms set forth by the District.

**B. Regarding Federal or State Laws, and District Rules or Regulations, Policies,**

**Budget, or Procedures:**

Unless otherwise specifically provided herein, this MOU shall not affect or supersede the District's current annual budget, the District's Personnel Policy, the District's Public Resources Code Provisions, the District's Employer/Employee Rules and Regulations, the District's Employer-Employee Representation Rules and Regulations, District Administrative Procedures, nor shall this MOU affect any state or federal statutes, and, unless specifically stated in the MOU, no other salary and/or benefit provisions will apply.

**SECTION 1: UNION RECOGNITION**

**1.1 Organizational Security**

The District recognizes the Union as the exclusive bargaining agent for all Unit Employees and agrees to meet and confer and otherwise deal exclusively with the Union on all matters related to the scope of representation pertaining to the Employees as authorized by law.

**1.2 Hiring**

- a. When an Employee is hired in any classification covered by this MOU, the District shall notify that person that the Union is the recognized bargaining representative for the Unit. The District shall present the new employee with a copy of the current MOU and advise the employee of the name of the current Unit Shop Steward employed with the District. The District will notify the Union at the time of hire.

- b. The District shall allow the Union, as part of its orientation of new employees, thirty (30) minutes to present information about the Union. If no orientation is conducted, then the Union will be allowed thirty (30) minutes during the new employee's workday to make such a presentation. Additionally, the District agrees to attach a Local 39 membership application as part of the new employee information packet.

1.3. Use of District Facilities

- a. Local 39 shall be allowed use of reasonable space on available bulletin boards for communications having to do with official District/Union business, upon approval of the General Manager.
- b. The District may make reasonably available conference rooms and other meeting areas specified by the District for the purpose of holding Union business meetings during off-duty hours. Local 39 shall provide at least three (3) working days advance notice to the District of such scheduled meeting and Local 39 agrees to be held responsible for security and cleanup of such meeting areas.
- c. Building facilities will be made available for Unit sponsored CPR and First Aid training for Unit dependents.

1.4. Advance Notice

Reasonable written notice shall be given to the Union's business Representative of any ordinance, rule, resolution, or regulation relating to matters within the scope of representation, proposed to be adopted or amended and each shall be given the opportunity to meet and confer with the District's representatives.

1.5. Membership Dues Deductions

The District will provide for payroll deductions for normal and monthly Union

membership dues and assessments. Local 39 shall provide the District with written authorization on a form approved by the District, signed by Local 39 member authorizing the payroll deduction, as set forth in addendum B, the full amount to be deducted each month.

An Employee employed at the time this Agreement becomes effective either shall remain a dues paying member or shall pay a service fee. Deduction shall be made each pay period and a check for the total monthly deductions shall be submitted to Local 39 within five (5) working days after the end of each month. Employees who are not Local 39 members when this Agreement becomes effective shall, not later than the first of the month, become a dues paying member or shall pay a service fee. The service fee shall be that amount which may be lawfully collected under applicable constitutional, statutory and case law, reasonably necessary to proportionately offset the cost and expenses of Local 39 allocable to the function of serving as the exclusive representative on behalf of Local 39 Employees who have not become members of Local 39. It shall be the sole responsibility of Local 39 to determine a service fee, however, such service fee shall not exceed the membership dues and general assessments in effect during this Agreement. The service fee shall be the same amount as the dues fee. In the event an Employee does not authorize the payroll deduction of the service fee, the District will perform a mandatory deduction of the service fee unless disallowed through court action and then the District will take no court action against the Employee. Local 39 may, however, seek enforcement through the courts.

**1.6 Hold Harmless**

Local 39 shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the provisions contained in this

Section.

1.7 Local 39/Chico Area Recreation and Park District Communication

The District will respond to official written communication from Local 39 when relevant to provisions outlined in the MOU within fifteen (15) working days after the next District Board meeting after receipt of said correspondence.

SECTION 2: VOLUNTARY POLITICAL ACTION COMMITTEE DEDUCTIONS

The District will deduct such amount as authorized by the employee (not less than \$0.05 per hour) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntarily authorized deduction forms for contributions to the Local 39 Federal Political Action Committee (PAC) Fund. It is agreed that these authorized deductions for the Local 39 Federal PAC are not conditions of membership in the Stationary Engineers, Local 39, or of employment with the District and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made monthly on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, remitted to 1620 North Market Boulevard, Sacramento, CA 95834.

SECTION 3: ATTENDANCE AT MEETINGS BY EMPLOYEES

The Employee who is Local 39 Shop Steward or his/her alternate shall be given reasonable time off with pay to attend meetings scheduled during working hours with the District, or to be present at District hearings where matters within the scope of representation or grievances are being considered. The use of work time for this purpose shall be reasonable and shall not interfere with the performance of the District services as determined by the District.

## SECTION 4: SALARIES

### 4.1 Salaries

- a. Local 39 members shall receive six (6) leave days to be taken during the two-week period of the Christmas and New Year Holidays as granted in 1992. This period shall coincide with the Chico Unified School District Student Calendar. These leave days are to be permanent, except that The District may buy back these leave days for a 3% salary increase to unit members.
- b. Beginning July 1st, 2017, the District will provide a three and one half percent (3.5%) cost-of-living increase to the Recreation Supervisor, Park Supervisor and Nature Center Director positions.
- c. Beginning July 1st, 2018, the District will provide a three and one half (3.5%) cost-of-living increase to the Recreation Supervisor, Park Supervisor and Nature Center Director positions.
- d. Beginning July 1st, 2019, the District will provide a three and one half (3.5%) cost-of-living increase to the Recreation Supervisor, Park Supervisor and Nature Center Director positions.
- e. If any other employee group, represented or unrepresented, but excluding management employees, receives an across-the-board cost-of-living increase in excess of the actual amount Unit Members are to receive during the specified time period in Section 4.1 b, c, and d, the Unit Members shall receive the same increase as the employees group receiving the higher increase for each specified time period.

### 4.2 Merit Pay

Option 2 on page 14 of the District's Personnel Handbook shall be amended to read

for Employees as follows: "Obtain an overall evaluation of 'satisfactory' for each of the preceding two (2) years."

**4.3 Hazardous Duty Pay**

Any employee in a classification recognized pursuant to this Agreement who is required to utilize the boom sprayer for herbicide application, perform tree-climbing, ladder work or overhead bucket/crane operation greater than twelve (12) feet above the ground shall be entitled to a five percent (5%) differential pay for each hour or portion thereof such duties are performed. For the purposes thereof, the differential shall be calculated on a per hour basis by multiplying 0.05 times the quotient of the Employees annual salary divided by 2080. The employee must receive prior authorization from his/her Assistant Park Superintendent or the General Manager prior to performing any work making the employee eligible for differential pay under this section.

**4.4 Salary Range Adjustment**

Not fewer than sixty (60) days prior to July 1, 2020, the District and Local 39 will meet and confer regarding the salary range adjustment of supervisors represented by Local 39 and the time-frame in which to implement any such adjustment.

**4.5 Senior Recreation Supervisor**

Effective July 1, 2017, CARD may restructure the Senior Recreation Supervisor salary schedule to reflect the below chart:

	A	B	C	D	E	F	G	H	I
Hourly	\$ 27.80	\$ 29.19	\$ 30.65	\$ 32.18	\$ 33.79	\$ 35.48	\$ 37.25	\$ 39.12	\$ 41.07
Monthly	\$ 4,819	\$ 5,060	\$ 5,313	\$ 5,578	\$ 5,857	\$ 6,150	\$ 6,457	\$ 6,780	\$ 7,119

Annually	\$	\$	\$	\$	\$	\$	\$	\$	\$
	57,824	60,715	63,751	66,939	70,285	73,800	77,490	81,364	85,432

Effective July 1, 2017, CARD shall provide this position a cost neutral bonus to offset the increased annual cost of Employee Contributions to PERS based on the increased employee portion negotiated for the unit. The Bonus will be determined by running a MOCK payroll which will be reviewed with the employee. Should the employee question the calculation of the amount of the bonus, she/he shall meet with the Finance Manager to address and resolve such. The bonus for each year of the contract will be established at the beginning of each fiscal year. The bonus will be issued at least quarterly at the start of each of the below periods:

1. July 1 (July-September)
2. October 1 (October- December)
3. January 1 (January - March)
4. April 1 (April – June)

**4.6 Salary Schedule/Merit Steps Adjustments:**

Beginning July 1, 2017 and continuing on July 1 of each year thereafter through July 1, 2020, the then lowest Step, being Step A, will be removed from the salary schedule, with the next lowest Step, then being Step B, becoming the new Step A, and each Step above it becoming in seriatim one step lower until July 1, 2020, when there will be only six steps to the Full Time Salary schedule. The chart below outlines the changes.

	Steps									
2016/17	A	B	C	D	E	F	G	H	I	J
2017/18		A	B	C	D	E	F	G	H	I
2018/19			A	B	C	D	E	F	G	H
2019/20				A	B	C	D	E	F	G
2020/21					A	B	C	D	E	F

From July 1, 2017 through June 30, 2020, once an employee has attained Step E of the salary range, provided he or she has received an overall evaluation of "satisfactory" for each of the preceding two years, he or she will be eligible for a step increase. Beginning July 1, 2020, all such "merit" steps shall be eliminated and an employee who has not attained Step F will be eligible for an annual step increase only if he or she receives an overall evaluation of "satisfactory". There will be no additional Step increases once an employee attains Step F.

**Merit Projects:**

On July 1, 2017 CARD shall abolish the requirement that employees complete Merit projects for merit salary increases.

**SECTION 5: DAYS AND HOURS OF WORK**

5.1 Unit Employees are supervisory employees exempt from wage and hour laws and therefore are not entitled to overtime pay for hours expended by them during a workweek in excess of 40 hours. District agrees however to provide Unit Employees with 56 hours of administrative leave each year (July 1 through the following June 30) during the term of this MOU. Such leave will be taken in the same manner as vacation leave pursuant to Section 8.4 below.

**SECTION 6: LAYOFF AND RE-EMPLOYMENT**

**6.1 Layoff**

The General Manager may layoff any Employee in the event a shortage of work or funds require a reduction in personnel. The General Manager shall, in a reduction of forces, lay off the last Employee hired within a given classification first and in rehiring, recall the last person laid off within a given classification first. All full-time employees shall be entitled to thirty (30) days' notice prior to the effective layoff date. Employee(s) scheduled to be laid off shall have the right to return to the last

held position in which the employee completed probation within the District. The District shall meet and confer in good faith with Local 39 to explore alternatives to laying off employees. Prior to laying off any Employee covered by this Agreement, the District will lay off all employees classified as part-time or seasonal whether such part-time or seasonal employees are within or outside of the Supervisors Bargaining Unit, with the exception of those part-time or seasonal employees which the District deems are necessary to administer District programs.

**6.2 Re-employment**

- a. As Employees are laid off, a re-employment list shall be established to assure that the aforementioned rehiring practice can be implemented.
- b. The re-employment list will be used to fill any vacancies within a job classification under layoff conditions before any other employment procedures are used to fill these vacancies.
- c. The right of an Employee to re-employment shall remain effective for 12 months from the date of the employee's latest separation from the District.

**SECTION 7: HOLIDAYS**

7.1 The following days shall be holidays for all permanent, full-time employees represented by Local 39:

New Year's Day  
Martin Luther King Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

7.2 One (1) floating holiday to be taken each fiscal year at request of employee and

approval of General Manager or designee. If a new employee is hired July 1 through December 31, he/she will be entitled to one full day. If a new employee is hired January 1 through June 30, he/she will be entitled to one-half (1/2) day.

- 7.3 When a designated holiday falls on Sunday, the following Monday will be observed. When a designated holiday falls on Saturday, the preceding Friday will be observed.
- 7.4 Employees must be in compensated status on their assigned work days preceding and subsequent to the holiday in order to receive pay for the holiday. The foregoing qualification is waived if the District excuses the absence before or after a designated holiday.
- 7.5 Employees who work on a holiday shall be entitled to a compensatory day off which shall be taken within thirty (30) days of the holiday unless otherwise agreed upon in writing by the General Manager.

#### SECTION 8: VACATION

- 8.1 Permanent Employees shall receive vacation leave with pay as follows:
- a. One through three years of service - ten days
  - b. Four through ten years of service - 15 days
  - c. 11 years and over - 20 days
- 8.2 Vacation time off is allowed only after six months of employment.
- 8.3 The maximum vacation benefits an employee may have is two times the employee's annual vacation accrual. Any additional accumulation must have Board of Director's approval.

#### Pay In Lieu of Vacation Leave:

Employees who are eligible to accrue 15 or more days of vacation in a fiscal year will be allowed to receive a maximum of one week's pay in lieu of one week's vacation.

- 8.4 All vacations must be scheduled to cause the least inconvenience to the District and be approved by the General Manager or designee. Employees who submit their schedule by the deadline date established by the General Manager will be granted vacations based on seniority, where vacation requests may be in conflict with those of another Unit Employee(s). Vacation request after the deadline will be considered on a first-come-first-served basis.
- 8.5 Permanent Employees, upon termination of service from the District, shall receive compensation for any unused portion of accrued vacation.
- 8.6 If an Employee is temporarily disabled, and on approved sick leave, he/she shall continue to accrue vacation.

#### SECTION 9: SICK LEAVE

- 9.1 All Employees shall be entitled to sick leave with pay on the basis of one day per month of service. Unused sick leave may be accumulated and carried forward into each ensuing fiscal year and become part of the current allowance.
- 9.2 Employees who are on sick leave may be required to present a verification of illness, or disability, by a physician after three (3) or more continuous days.
- 9.3 It shall be incumbent upon all Employees to notify the District Office as soon as possible if they are unable to report for work as scheduled.
- 9.4 An Employee who is injured or who becomes ill while on vacation shall be paid sick leave in lieu of vacation provided that the employee:
- a. was hospitalized during the period for which sick leave is claimed; or
  - b. received medical treatment or diagnosis, and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed

9.5 Upon termination or retirement, after five (5) years of continuous service as an Employee, an Employee who has accrued more than 100 hours of sick leave may be compensated only for that portion in excess of 100 hours up to a maximum of 360 compensable hours (for a maximum of 260 compensable hours) at the Employee's current hourly rate at the time of termination or retirement. This would be in lieu of opting to use these compensable hours in exchange for credit towards retirement credits under PERS.

9.6 Sick Leave Buy Back

- a. During December of any calendar year included within the term of this Agreement, an employee with greater than three-hundred-ten (310) hours of sick leave accrual may elect to receive cash, at his/her current rate of pay, for sick leave accrued above that amount, up to a maximum of forty (40) hours, less appropriate withholding.

SECTION 10: QUALIFIED LEAVE OF ABSENCE

10.1 Family Medical Leave Act (FMLA)

CARD provides up to twelve (12) weeks of *unpaid* leave to Employees in the following circumstances, as well as any other reason required by law: (1) the birth of a child and to care for the newborn child; (2) the placement with the Employee of a child for adoption or foster care; (3) to care for the Employee's spouse, child, or parent, domestic partner or child of a domestic partner with a serious health condition; and (4) a serious health condition that makes the Employee unable to perform one or more of their essential job functions.

In addition, if the legal requirement for number of employees is met, and the Employee also qualifies, CARD provides up to twenty-six (26) weeks of leave to permit a spouse, son, daughter, parent, or next of kin (as interpreted by law) to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious illness or injury.

1. Eligibility:

An employee eligible for FMLA leave is one who at the time FMLA leave begins has:

- a. Been employed at least twelve (12) months by CARD;
- b. Worked at least 1,250 hours during the previous twelve (12) month period as of the date the leave commences;
- c. Met the rolling twelve (12) month period which looks backward, to see if the employee has exhausted available leave in the prior twelve (12) month period.

2. Compensation During Leave:

Leave under the FMLA is unpaid:

- a. If an employee has paid leave accrued according to CARD policy, the employee may be required to take his or her paid leave as part of his or her FMLA leave. The employee may also elect to use paid leave available to him/her, but in order to do so must provide notice to CARD as required pursuant to CARD's policy regarding such leave. All such payments will be coordinated with any state disability, workers' compensation or other wage reimbursement benefits for which the employee may be eligible. At no time,

shall an employee receive a greater total payment than the employee's regular salary, less taxes; and

- b. After all accrued paid leave is taken in accordance with CARD policy, the remainder of the twelve (12) week leave will be unpaid. The only wage replacement available until the leave is over is State Disability Insurance (SDI).

3. Group Health Plan Benefits:

- a. During FMLA leave, if an employee is a participant under a group health benefit plan, an Employee's group health benefit will remain the same as before the leave began, subject to any general changes in plan coverage. Employees on FMLA leave, however, are responsible for payment of their normal portion of the premium;
- b. If an employee does not return to work after an FMLA leave has expired for reasons other than continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control, the employee may be required to pay the Company for all amounts of insurance premiums that the Company may have paid for the Employee during the leave period. In addition, if an employee does not return to work after an FMLA leave has expired, the Employee will no longer be considered an active employee on CARD's group health plan and will be eligible to continue his or her coverage under Consolidated Omnibus Budget Reconciliation Act (COBRA).

4. Other Company Benefits:

- a. Company leave benefits (vacation, sick, personal, etc.) will not accrue during periods of unpaid FMLA leave;

- b. An employee out on FMLA will not be eligible for holiday pay should a paid holiday occur during the leave.
- c. When an Employee is on paid FMLA leave (using vacation, sick, paid-time-off, etc.), however, the Company benefits will continue to accrue.

5. Intermittent or Reduced Leave:

- a. Intermittent leave or leave with a reduced work schedule cannot be taken for childbirth, adoption, or foster care purposes, unless first approved in writing by management;
- b. When medically necessary, leave taken for the serious health condition of the Employee, his or her spouse, child, or parent, domestic partner or child of domestic partner may be taken on an intermittent basis (not all at one time) or on a reduced leave basis (reducing the normal hours per work day or work week during the leave). Employees taking intermittent FMLA leave for planned medical treatment must make a reasonable effort to schedule the leave so that it does not unduly disrupt CARD operations;
- c. An Employee's use of intermittent or reduced leave shall not reduce the total amount of leave to which an Employee is entitled beyond the amount of leave taken. CARD may account for FMLA leave in increments as short as one (1) hour (but not in shorter increments); and
- d. CARD may require an Employee on intermittent leave to transfer temporarily to an available alternative position with equivalent pay and benefits if such position accommodates recurring periods of leave better than the Employee's regular position.

6. Returning to Work:

- a. An Employee returning from FMLA leave may, at CARD's option: (1) return to the same position held when leave began; or (2) return to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment;
- b. Employees on FMLA leave may be subject to events or changes that would have affected their employment status regardless of FMLA leave (e.g., layoffs);
- c. An Employee returning from FMLA leave, due to the Employee's own serious health condition, must provide certification from his or her health care provider stating the Employee is able to return to work in accordance with their respective job description;
- d. It is the responsibility of the Employee to keep CARD informed regarding the intended date of return to work. CARD requests a minimum of two (2) weeks' notice of intent to return to work in leaves lasting three (3) weeks or longer.
- e. If an employee is unable to return to their position at the end of the 12 weeks (and all other leave options have been exhausted), CARD will move forward with separation unless subject to any applicable CalPERS disability retirement requirements.

## 10.2 Pregnancy Disability Leave (PDL)

CARD will grant an unpaid pregnancy disability leave to employees disabled due to their pregnancy, childbirth, or related medical conditions.

### 1. Leave Available:

- a. The maximum PDL is the number of days the employee would normally work within four calendar months (one-third of a year equaling 17-1/3 weeks) if the leave is taken continuously following the date the leave begins. If the employee's schedule varies from month to month, a monthly average of the hours worked over the four months prior to the beginning of the leave is used for calculating the employee's normal work.
- b. The leave does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against the total amount entitled to you.
- c. As an alternative, CARD may transfer the employee to a less strenuous or hazardous position if the employee so requests, with the advice of her healthcare provider, if the transfer can be reasonably accommodated.
- d. Leave taken under the pregnancy disability leave policy runs concurrently with family and medical leave under federal law, but not family and medical leave under California law.

2. **Notice and Certification Requirements:**

- a. Employees requesting to take a pregnancy disability leave must provide CARD with reasonable advance notice. In addition, employees must provide CARD with a certification from a health care provider.

3. **Compensation During Leave:**

- a. Pregnancy disability leaves are without pay, provided however that an employee requesting such who has accrued sick or vacation leave may, at the employee's option, elect to use such accrued leave during any such pregnancy disability leave.

- b. All such payments will be coordinated with any state disability, workers' compensation or other wage reimbursement benefits for which the employee may be eligible. At no time, shall an employee receive a greater total payment than the employee's regular wages or salary, less taxes.

4. Benefits During Leave:

- a. If the employee taking pregnancy disability leave is currently being provided company paid group health insurance at the time the need arises, CARD will maintain group health insurance coverage for the employee under the same terms as applied prior to the need for leave arising and any employee contribution to that coverage shall remain in effect. The coverage will continue in this manner until the employee returns from leave or all state and federal medical leave and pregnancy disability leaves are exhausted. CARD may recover premiums it paid to maintain health coverage for an employee who fails to return to work following pregnancy disability leave.
- b. Employees on pregnancy disability leave who do not receive continued paid coverage, or whose paid coverage ceases after four (4) months, may continue their group health insurance coverage through CARD in conjunction with federal COBRA guidelines by making monthly payments to CARD for the amount of the relevant premium. Employees should contact their CARD HR Representative for further information.

5. Other Company Benefits:

- a. Company leave benefits (vacation, sick, personal, etc.) will not accrue during periods of unpaid PDL leave;

- b. An employee out on PDL will not be eligible for holiday pay should a paid holiday occur during the leave.
- c. When an Employee is on paid PDL leave (using vacation, sick, paid-time-off, etc.), however, the Company benefits will continue to accrue.

6. Reinstatement:

- a. Upon the submission of a medical certification that the employee is able to return to work, the employee will be offered the same position held at the time of leaving, unless the job no longer exists or the job has been filled in order to avoid undermining CARD's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities upon return. If the employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine the CARD's ability to operate safely or efficiently, or the employee is not capable of performing the job responsibilities. If an employee fails to return for work immediately after the period of the approved leave expires, the employee will be considered to have voluntarily separated from the employer's employ, unless CARD is subject to any applicable CalPERS disability retirement requirements. If an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental condition, CARD's obligations to that employee may be governed by the Americans with Disabilities Act.

### 10.3 Workers' Compensation Leave of Absence

CARD will grant a Workers' Compensation (W/C) disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, CARD will try to reasonably accommodate such employees with modified work. Workers' Compensation sometimes is confused with another state insurance program, State Disability Insurance (SDI). Workers' Compensation insurance covers on the job injuries and illnesses and is paid for **entirely by the employer**. State Disability Insurance covers off the job injuries or sickness and is paid for by deductions from the employee's paycheck (i.e. SDI tax).

#### 1. Notice and Certification Requirements:

- a. It is the employee's responsibility to immediately notify CARD's office if a work-related injury, illness or occupational disease has occurred. Prompt reporting is the key to prompt benefits and is required by law. Employees will not be retaliated against or discriminated against for reporting work-related injuries, illnesses, or accidents, or for filing safety related complaints.
- b. CARD will provide the employee with the state mandated claim form which must be completed and returned by the employee. Additionally, the employee must provide CARD as soon as possible with a complete and detailed description of the incident causing the injury, in writing if the employee is able to do so. A medical examination may be required where appropriate. The employee may not return to work without a written release to do so from his or her physician setting forth conditions or limitations thereto.

2. Compensation During Leave:

- a. Workers' compensation disability leaves are without pay. However, employees may utilize accrued sick leave time during the leave. All such payments will be coordinated with any workers' compensation temporary disability or other wage reimbursement benefits for which the employee may be eligible. At no time, shall an employee receive a greater total payment than the employee's regular salary, less taxes.

3. Benefits During Leave:

- a. If the employee taking workers' compensation disability leave is eligible under the federal or state family and medical leave laws, CARD will maintain group health insurance coverage, if such insurance was provided before the leave was taken and on the same terms, for a maximum of 12 weeks. In some instances, CARD may recover premiums if paid to maintain health coverage for an employee who fails to return to work following workers' compensation disability leave. If ineligible under the federal and state family and medical leave laws, employees on workers' compensation disability leave will receive continued coverage on the same basis as employees taking other leaves.
- b. Employees on workers' compensation disability who do not receive continued paid coverage may continue their group health insurance coverage through CARD in conjunction with federal COBRA guidelines by making monthly payments to CARD for the amount of the relevant premium. Employees should contact their HR Representative for further information.

4. Other Company Benefits:

- a. Company leave benefits (vacation, sick, personal, etc.) will not accrue during periods of unpaid WIC leave;

- b. An employee out on W/C will not be eligible for holiday pay should a paid holiday occur during the leave.
- c. When an Employee is on paid W/C leave (using vacation, sick, paid-time-off, etc.), however, the Company benefits will continue to accrue.

5. Reinstatement:

- a. Upon the submission of a medical certification that the employee can return to work, the employee will be offered the same position held at the time of leaving, unless the job no longer exists or the job has been filled to avoid undermining CARD's ability to operate safely or efficiently, or the employee is not capable of performing the job responsibilities upon return. Employee separation by CARD will move forward unless bound by CalPERS disability retirement requirements.
- b. If the employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine the CARD's ability to operate safely or efficiently, or the employee is not capable of performing the job responsibilities.
- c. If an employee returning from workers' compensation disability leave is unable to perform the essential functions of the job because of physical or mental condition, CARD's obligations to that employee may be governed by the Americans with Disabilities Act.

10.4 Discretionary Leave of Absence

For good cause as CARD in its sole and absolute discretion may determine, CARD may grant additional leave to an employee who is currently full-time and classified as a "permanent" employee at the time of the requested leave. Each request will be considered

on a case-by-case basis. Discretionary leave, if granted, shall not exceed an additional twelve (12) months of leave from the date that all other state and federal leave has been exhausted **OR** from the date granted by CARD, if in fact it is granted, if requested for personal reasons.

1. Notice and Certification Requirements:

- a. Employees requesting to take a discretionary leave must provide CARD with reasonable advance written notice. In addition, employees must provide CARD with a certification from a health care provider if the additional requested leave is medically related. Requests for leave due to personal reasons must be submitted in writing to the General Manager at least two (2) weeks before the employee wishes the leave to begin. The General Manager alone, in his or her sole and absolute discretion, can grant permission for this leave (medical or personal). Authorization of this leave will be considered based on current business and staffing needs at the time of the request.

2. Compensation During Leave:

- a. Discretionary leaves are unpaid.
- b. Employee may be eligible for Paid Family Leave wage replacement during the leave. Contact HR to obtain information and/or an application to apply.

3. Benefits During Leave:

- a. The employee may be responsible for the cost of all benefit premiums (both employer and/or employee paid) for the period of time they are out on a discretionary leave if leave is not covered 100% by leave accruals.

4. Other Company Benefits:

- a. Company leave benefits (vacation, sick, personal, etc.) will not accrue during periods of unpaid discretionary leave;
- b. An employee on discretionary leave will not be eligible for holiday pay should a paid holiday occur during the leave.
- c. When an Employee is on paid discretionary leave (using vacation, sick, admin time, etc.), however, the company leave benefits will continue to accrue.

5. Reinstatement:

- a. Upon the submission of a medical certification that the employee is able to return to work (if leave was medically related), the employee will be offered the same position held at the time of leaving, unless the job no longer exists or the job has been filled in order to avoid undermining the CARD's ability to operate safely or efficiently, or the employee is not capable of performing the job responsibilities upon return. If the employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine CARD's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities.
- b. If an employee returning from medical leave is unable to perform the essential functions of the job because of physical or mental condition, CARD's obligations to that employee may be governed by the Americans with Disabilities Act.

10.5 Military Leave

Employees shall be entitled to leave of absences for military duty as provided in the Military and Veterans' Code of the State of California and any other applicable state

or federal law.

#### **10.6 Absence Due to Required Attendance in Court**

Upon approval by the District, an Employee shall be permitted authorized absence from duty for appearance in Court because of jury service in accordance with the following provisions:

- a. Said absence from duty will be with full pay for each day the employee serves on the jury including necessary travel time. As a condition of receiving such full pay, the Employee must remit to the District, within 15 calendar days after receipt, all fees received except those specifically allowed for mileage.
- b. Jury duty or appearances shall be considered in terms of "whole days" (eight hours) or "half days" (four hours) of service and shall not be considered as part of the forty (40) hour workweek. If an Employee is not due to appear for jury duty until an afternoon court session, he/she will be expected to work his/her usual morning schedule. If an Employee is required to appear for morning court sessions and is sent home before noon and not required to return in the afternoon, he/she will be expected to work his/her usual afternoon schedule.
- c. Attendance in court in connection with an Employee's usual official duties or in connection with a case in which the District is a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of this Section.
- d. Any fees allowed, except for reimbursement of mileage incurred shall be remitted to the District.

#### **10.7 Bereavement Leave**

- a. In the event of a death in the immediate family of an Employee, he/she shall, upon request, be granted up to five (5) 8 hour days funeral leave with pay to make arrangements for the funeral and attend same without charge to his/her accumulated sick leave credits or vacation eligibility.
- b. The District may grant an additional two (2) days funeral leave upon request which shall be charged against the Employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral.
- c. For the purposes of bereavement leave, the immediate family shall be restricted to grandparents, father-in-law, mother-in-law, father, mother, spouse, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and any other individual as required by law.

#### 10.8 Education Provision

- a. Time off with pay to attend a class during work hours may not exceed six hours per week for a maximum of sixteen (16) weeks. Travel time will not exceed three (3) hours per week. The class selection is subject to approval by the General Manager. Time off must be scheduled so that it will not have an adverse effect on the ability of the work force to perform the work required for the days of the class.
- b. 50% of the enrollment or tuition cost, 100% for books which will become the property of the District, and 50% of the class material costs incurred by an employee for the course approved by the General Manager for purpose of merit salary advancement will be reimbursed to the employee upon receipt of notification of successful completion of the course and copies of receipts for tuition, books and materials.

#### SECTION 11: HOSPITALIZATION, MEDICAL and DENTAL CARE

**11.1 Hospitalization, Medical and Dental Care**

The District will provide \$950 per month to be applied toward the group health insurance plan chosen by the employee from among those offered by the District. The employee shall pay through payroll withholding the difference between the monthly premium and the allocated dollar amount provided by the District, which shall not exceed the above amounts per month. If an employee chooses an insurance plan whose total premium is less than the above allocated monthly amounts, the District shall not be required to provide more than the actual cost of the monthly premium.

**11.2 Changes in Proposed Health Coverage Plans**

The District shall notify Local 39 within seven (7) calendar days of any changes proposed for the plans available to Employee, including, but not limited to, changes in premiums, benefits, or carrier. In such event, the District and Local 39 shall meet and confer in good faith on the proposed changes in plans referred to in this section.

**11.3 Medical Health Plan Deductible**

The District will pay the Medical Health plan deductible over \$100 up to a maximum of \$250 per calendar year for Employee and Dependents of Unit Employees who elect to participate in the District's Medical Health Plan, for a total annual deductible of \$250 per employee and/or dependent.

**11.4 Life and Vision Insurance**

The District will provide Life and vision Insurance for employee only. Life Insurance will be provided in the face value of \$50,000 to each Unit Employee. If an employee chooses to add dependents to the vision plan provided by the District, the employee will pay the cost associated with said coverage excluding the employee portion of the coverage.

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11.5 Health Plan Review Committee

The District will set up a process whereas any problems the employees have with their selected Health Plan will be shared with all employees each month along with a solution.

11.6 Health Insurance Buy Back Option

An employee electing to forgo participation in the group medical insurance plan will receive the sum of \$500/month, or a like amount will be deposited into the employee's IRC 457 plan. In order to qualify for this option, an employee must provide proof of valid medical coverage outside the District.

SECTION 12: PROBATIONARY PERIOD

12.1 All original and promotional appointments shall be tentative and subject to probationary period of not more than six (6) months. Inasmuch as the probationary period is considered to be an extension of the examination period, it shall be utilized for closely observing the Employee's work, for securing the most effective adjustment of a new Employee to his/her position and for eliminating any probationary Employee whose performance does not meet the required standards for work.

12.2 Before the end of the probationary period, if the service of the probationary Employee has been satisfactory to the District, then the General Manager shall file a statement in writing to such effect stating that the retention of such Employee in the service is desired.

12.3 During the probationary period the General Manager, without the right of review, may terminate an original appointment or reject a promotional appointment at any time. An Employee rejected during the probationary period following a promotional

appointment, shall be reinstated to the position from which he/she was promoted.

**SECTION 13: DISMISSAL, SUSPENSION, OR DEMOTION FOR CAUSE**

13.1 The General Manager may dismiss, suspend, or demote any Employee for cause, including, but not limited to, the following:

- a. Intentional misrepresentation and/or concealment of any fact in connection with obtaining employment
- b. Neglect of duty
- c. Violation of any lawful or reasonable safety regulation and/or order made and given by a supervisor
- d. Absence without official leave
- e. Being under the influence of alcohol and/or any drug during working hours
- f. Violation of any rule, regulation, and/or ordinance applicable to the Employee's performance
- g. Conviction of a felony or any crime-involving moral turpitude
- h. Disorderly or immoral conduct
- i. Incompetence and/or inefficiency
- j. Offensive treatment of the public or fellow Employees
- k. Negligence and/or willful damage to District property or waste of District supplies or equipment
- l. Misuse, misappropriation, or theft of District property.

13.2 Before a supervisor begins an investigative interview of an Employee that could result in disciplinary action against that Employee, the Employee shall be advised of his/her right to representation prior to any investigative questioning of the employee. In the event a Union representative for the Employee is not available in a reasonable amount of time, the Employee may ask for a co-worker to be present at the

questioning.

#### SECTION 14: MEAL PERIOD AND REST PERIODS

Employees shall receive a 30-minute unpaid meal period each day and a 15-minute paid rest period during the first half of the workday and the second half of the workday. Time may be scheduled by District.

#### SECTION 15: MILEAGE

##### 15.1 Mileage

Unit Employees shall be compensated at the current Internal Revenue Service allowable rate for use of private vehicles on District business.

#### SECTION 16: GRIEVANCE PROCEDURE

##### 16.1 Grievance Defined:

For the purpose of this Agreement, the term "grievance" means a dispute between the District and any Employee concerning the interpretation, application, claim of breach or violation of this Agreement or any matters involving wages, hours, working conditions, personnel practices, discipline, or other conditions of employment.

##### 16.2 No Reprisal or Punitive Action:

No Employee shall suffer reprisals or other punitive action as a result of pursuing or filing a grievance. An Employee (or Employees) shall be given reasonable time off without loss of pay to pursue a grievance through the steps of this grievance procedure.

##### 16.3 Grievance Steps:

#### STEP I - INFORMAL MEETING WITH SUPERVISOR

1. An Employee who believes he/she has cause for grievance shall informally contact his/her immediate supervisor within five (5) working days of the occurrence or knowledge of the occurrence in an attempt to settle the matter.

The grievant may request another person or his/her Union representative to be present at the informal meeting. The supervisor has five (5) working days to meet with the grievant from the time a meeting is requested. The supervisor has five (5) working days to respond to the grievance after the informal meeting. Every effort should be made to find an acceptable solution by means of frank discussion between grievant and his/her immediate supervisor.

2. If, after discussions with the immediate supervisor, the Employee believes that the grievance has not been satisfactorily adjusted, the grievance may be reduced to writing.

#### STEP II- FORMAL WRITTEN GRIEVANCE

1. The written formal appeal must be submitted or postmarked using the appropriate District form within five (5) working days of delivery of the verbal answer or the end of the response period. The grievance shall be clearly described and the remedy requested. The grievant may request another person or his/her Union Representative to assist in preparing and presenting the formal grievance. A reasonable amount of working time will be allowed for the grievant and his/her requested representative (if that person is a full-time employee of the District) to prepare and present the grievance. The supervisor has five (5) working days from the receipt of the formal grievance to schedule a meeting.
2. If a written answer is not received within five (5) working days of the meeting with the supervisor, or the written answer is unsatisfactory, the grievant may proceed to the next step of the grievance procedure.

### STEP III - GENERAL MANAGER

1. Within five (5) working days of receipt of the written answer or at the end of the response period, the grievance may be appealed using the appropriate district form to the General Manager. The General Manager has five (5) working days to meet with the grievant.
2. If a written answer is not received from the General Manager within five (5) working days after the meeting or if the decision is not satisfactory, the grievant may proceed to the next step of the grievance procedure, and the matter may be appealed to the Appeals Committee.

### APPEALS COMMITTEE

1. Unless otherwise agreed, the Appeals Committee (hereinafter Committee) shall be formed in the following manner: The District Board of Directors shall select one (1) member and the Grievant and/or Grievant's representative shall select one (1) member. The third member shall be an arbitrator. Within sixty (60) days of approval of this Agreement by the District Board of Directors following ratification by members of the Union, each party will submit the names of two (2) arbitrators, for a total of four (4). The four arbitrators submitted by the parties shall possess the qualifications set forth in Section 2, below. From that group of four, the third member of the Appeals Committee shall be chosen as needed by Appeals Committee members representing each party on the Committee, based on a random drawing of names conducted by and in the presence of both representatives. Each party shall pay the fees and costs of the Appeals Committee member appointed by that party and one half of the fees and costs of the arbitrator.
2. Members of the Committee shall not be relatives, Board Members, or

anyone employed by the District. Members shall be unbiased, possess the knowledge and ability to understand labor related problems, and possess the integrity and impartiality necessary to protect the public interest, as well as, the interest of the District and the employees.

3. When an appeal is filed, the Committee shall conduct a hearing as herein provided. The Committee shall establish procedures governing the hearings. Following the hearing, the Committee shall make a decision that is final and binding on the parties.
4. A court reporter shall not be required for the Committee proceedings, but may be requested by the District, the Union, or the Committee.
  - a. If the Committee requests the services of a court reporter, the costs shall be borne equally by the District and Local 39.
  - b. If the District requests the services of the court reporter, the costs shall be borne by the District.
  - c. If the Union requests the services of the court reporter, the costs shall be borne by the Union.
5. The Committee shall not have the power to add to, subtract from, or modify this agreement.

#### GENERAL

1. By mutual agreement of the parties or their representatives, time limits established in the grievance procedure may be extended by a specified period.
2. If an answer is not received within the time limits established in the grievance procedure, the Grievant may process the grievance to the next highest step of the grievance procedure.

3. The District shall furnish grievance forms that shall be used by the employees when filing a grievance.
4. Any employee shall have the right to present a grievance and may represent himself/herself or be represented by an individual of his/her choice in the formal steps of this procedure.
5. At all formal steps of the grievance procedure, grievant and/or witnesses shall be given reasonable time off without loss of pay.

#### SECTION 17: RETIREMENT

17.1 All regular and probationary employees will continue to participate in the State of California Public Employees Retirement System (CalPERS).

#### 17.2 "CLASSIC EMPLOYEES"

On and after July 1, 2017, CARD will pay 2.5% of the required CalPERS member contribution on behalf of all "Classic" employees (as defined by CalPERS) represented by this bargaining unit. Each "Classic" employee shall pay 5.5% of the required CalPERS member contribution set forth under Government Code section 20671 et seq., on a pre-tax basis. Such contributions by the employee shall be credited to the employee's account.

On and after July 1, 2018, CARD will pay 1% of the required CalPERS member contribution on behalf of all "Classic" employees (as defined by CalPERS) represented by this bargaining unit. Each "Classic" employee shall pay 7% of the required CalPERS member contribution set forth under Government Code section 20671 et seq., on a pre-tax basis. Such contributions by the employee shall be credited to the employee's account.

On and after July 1, 2019, each "Classic" employee shall pay up to 8% of the required CalPERS member contribution set forth under Government Code section 20671 et

seq., on a pre-tax basis. Such contributions by the employee shall be credited to the employee's account.

### 17.3 "NEW EMPLOYEES"

- a. The defined benefit retirement formula for all "new employees", as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance, is 2% @ 62.
- b. In accordance with Government Code section 7522.30, and notwithstanding any other provision of this or any prior Memorandum of Understanding, "new employees" shall make employee contributions to CalPERS in an amount equal to 50 percent (50%) of the normal cost rate for his/her defined benefit plan, as determined annually by CalPERS. CARD will not pay any portion of this contribution on behalf of the employee.

### SECTION 18: SAFETY

- 18.1 The District shall create a Safety Committee within the Unit represented comprised of at least one (1) member of the Unit. Said committee shall meet on a regularly scheduled basis at least once every two months. Said committee shall discuss safety and health conditions and shall provide written suggestions to the General Manager regarding methods of safe operation and procedures and persist in identifying hazardous procedures and/or equipment.
- 18.2 The Union agrees that employees shall abide by adopted Rules and Regulations regarding the usage of safety equipment and utilization of safe working operations and procedures. Any such member in violation of such safety rules and regulations shall be disciplined in accordance with the appropriate provisions designated by this MOU.
- 18.3 The District recognizes its responsibility too and will provide safe working stations, equipment, and tools.

18.4 Workplace Drug and Alcohol Policy

Employees are subject to the District's Drug and Alcohol Policy, incorporated herein by reference. Violation of such policy would make the violating Employee subject to discipline, up to, and including, termination, pursuant to the conditions outlined in this Agreement and the District's Personnel Policy and Rules and Regulations.

SECTION 19: SEVERABILITY

If any provisions of this MOU shall be held invalid by operation law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions found invalid.

SECTION 20: PEACEFUL PERFORMANCE

- 20.1 The parties to this MOU recognize and acknowledge that the services performed by Employees are essential to the health, safety, and general welfare of the residents of the District.
- 20.2 The District agrees not to execute a "lock out" against any Employee during the term of this MOU.
- 20.3 During the term of this MOU, Local 39 agrees that under no circumstances will Local 39 recommend, encourage, cause or permit Employees to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit down, stay-in, sick-out, refusal to work overtime, slow down or picketing (herein collectively referred to as work stoppage), in any office or department of the District, nor to curtail any work or restrict any production, or interfere with any operation of the District. In the event of any such work stoppage by an Employee, the District shall

not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until the work stoppage has ceased.

20.4 In the event of any work stoppage during the term of this MOU, whether by Local 39 or Employees, Local 39 by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to cease said conduct and resume work. Copies of such written notice shall be served upon the District. If, in the event of any work stoppage Local 39 promptly and in good faith performs the obligations of this paragraph, and providing that Local 39 has not otherwise authorized, permitted, or encouraged such work stoppage, Local 39 shall not be liable for damages caused by the violations of this provision; however, the District shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity, herein prohibited, and the District shall also have the right to seek full legal redress including damages against the employee(s).

#### SECTION 21: MISCELLANEOUS

- 21.1 Employees and their immediate families shall receive a twenty percent (20%) reduction in CARD program participation fees. For the purposes of reduction in CARD program participation fees; immediate family is defined as husband, wife, child, domestic partner and domestic partner child only.
- 21.2 The District agrees to participate in a blood donor program for Employees. This program will allow for scheduling of donations on a group basis up to four (4) times per year. Donation of platelets may be authorized in specific cases where credit to the employee program occurs.
- 21.3 The District shall provide smart phones for all supervisors.

21.4 The District and the Union agree to establish a MOU and Employee Handbook modernization committee. This committee shall meet on mutually agreeable dates and times to review the MOU and the Employee Handbook. Each party may recommend changes to either document with the purpose of updating each document to reflect current laws and regulations.

#### SECTION 22: FULL AGREEMENT

This Memorandum of Understanding contains all the covenants, stipulations, and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment covered by this Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of this Memorandum of Understanding neither party shall be compelled to bargain with the other concerning any bargaining issue whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

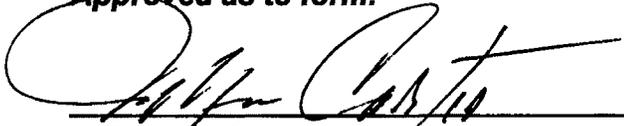
#### SECTION 23: TERM OF MEMORANDUM

This Memorandum of Understanding is for the period of July 1, 2017, through June 30, 2020, and shall remain in force thereafter from year to year unless Local 39 or the District files written notice ninety (90) days prior to expiration of this Memorandum of understanding of their desire to amend, modify, or terminate the Memorandum of Understanding.

**CHICO AREA RECREATION AND PARK DISTRICT (CARD)**

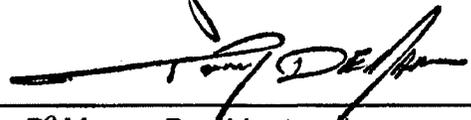
  
Ann Willmann, General Manager      11/16/17  
Date

**Approved as to form:**

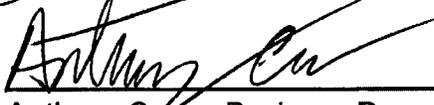
  
Jeff Carter, Legal Counsel      16 Nov 2017  
Date

**INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39, AFL-CIO:**

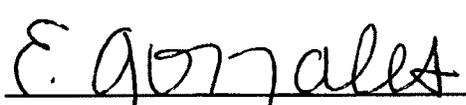
  
Jerry Kalmar, Business Manager      11/30/17  
Date

  
Tony DeMarco, President      Date

  
Steve Crouch, District Representative      11/30/17  
Date

  
Anthony Crans, Business Representative      11/27/17  
Date

  
Stephanie Pyle, Job Steward      11/16/17  
Date

  
Erin Gonzales, Unit Member      11/16/17  
Date

