

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF GONZALES  
AND  
PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 36 on behalf of  
CALPRO Local Union #2345 of the INTERNATIONAL Union OF  
PAINTERS AND ALLIED TRADES AFL/CIO**

This Memorandum of Understanding and agreement is made by and between the City of Gonzales, a municipal corporation, hereinafter called City, and Painters & Allied Trades, District Council 36, on behalf of CALPRO, the California Professional Employees, Local Union #2345, hereinafter called Union, pursuant to the provisions of Government Code 3500 (et seq.).

**ARTICLE 1. RECOGNITION**

The City recognizes the Union as the exclusive representative for those employed by the City OF GONZALES working in the Public Works Department non-management and supervising positions, including and not limited to the following classifications:

Mechanic I  
Mechanic II  
Maintenance Worker  
Public Works Technician

The collective bargaining unit shall hereinafter be referred to as the Public Works Unit, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), Chapter 15 of the City Personnel Rules, Regulations and Policies- Employer-Employee Organization Relations.

Representatives of the Union and the City have met and conferred in good faith and have reached an understanding with respect to the terms and conditions of employment of City employees within the Public Works Unit.

The word "employee", as used in this agreement, means an employee within the Public Works Unit that has successfully completed their Probationary Period as defined in the City Personnel Rules, Regulation and Policies. Any new Regular full-time classification created by the City within the Public Works Department, whose position is not of supervisory nature as designated by the CITY, shall be included in the Public Works Unit represented by the Union.

**ARTICLE 2. EMPLOYER-EMPLOYEE RELATIONS INCORPORATED**

Chapter 15 of the City Personnel Rules, Regulations and Policies - Employer-Employee Organization Relations is incorporated herein and by reference made a part of this agreement, and the provisions of this agreement shall be construed and interpreted in a manner consistent with the provisions of said resolution. Wherever in this agreement reference is made to the City Manager of the CITY, such reference is to him or her in his or her capacity as Employee Relations Officer pursuant to said resolution.

**ARTICLE 3. NONDISCRIMINATION**

The provisions of this agreement shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age, national origin, religious affiliation or union membership. Employees may elect to exercise their right to join and participate in the activities of the union for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to, or because of, the employee's membership in said UNION.

**ARTICLE 4: UNION MEMBERSHIP**

**Section 1:** The Union agrees that it has a duty to provide fair representation to all employees in the unit for which this Agreement is applicable, regardless of whether they are members of the UNION.

**Section 2:** Union shall provide City with an executed Employee Authorization for Payroll Deduction Form for each employee who has chosen to become union member. The City agrees to deduct, as a single, monthly deduction, dues for all such member employees hired within thirty (30) days receipt of the after mentioned Form and such other deductions as approved by the Union Bylaws and authorized, in writing, by the individual employees with membership in the General Unit as one deduction pursuant to City payroll operations.

Any changes in previously authorized deduction amounts shall be initiated by the Union no more frequently than once a year. Cancellation of the Union deduction by a member employee shall be in writing and delivered to the Union by the employee canceling the deduction.

**Section 3: Compliance:** An employee in or hired into a job classification represented by the Union shall be provided with an Employee Authorization for Payroll Deduction form by the UNION.

**Section 4: Forfeiture of Deductions:** If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

**Section 5: Hold Harmless:** It is further agreed that the Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with the provisions of this section.

**ARTICLE 5. HOURS OF WORK**



- All unit members who have been employed with the City for at least fifteen (15) years will be compensated an additional two percent (2%) of the employee's base pay;
- All unit members who have been employed with the City for at least twenty (20) years will be compensated an additional two percent (2%) of the employee's base pay;
- All unit members who have been employed with the City for at least twenty (25) years will be compensated an additional two percent (2%) of the employee's base pay.

**ARTICLE 8: BILINGUAL PAY:**

For all the classifications within the Public Works Unit, upon approval by management, according to City's need, and upon the employee passing a City-sponsored test for bilingual verbal skills, City shall pay 5% of base salary per month s bilingual pay.

**ARTICLE 9: STAND-BY:**

For the classifications of Maintenance Worker and Public Works Technician, the stand-by period shall be from Wednesday night at 5:00p.m. to the following Wednesday at 8:00a.m.

**Section 1:** For an employee assigned by management to stand-by, the City shall at its discretion, furnish employees on stand-by duty a pager or other communications device and a City vehicle for use as transportation from and to their residence during the stand-by period

**Section 2:** Compensation for Employees assigned by management to stand-by shall be as follows:

- a. Time and one-half (1 ½) rate of pay for all hours worked while on stand-by duty except for Sundays.
- b. Double time rate of pay for all hours worked on Sundays, during an employee's stand-by period.
- c. One hundred and seventy-five dollars (\$175) shall be paid per stand-by assignment-period. If the employee assigned to stand-by fails to respond to the stand-by page (radio call, beeper or phone) within ten (10) minutes of the first attempt to contact the employee, the employee shall forfeit his or her stand-by pay for the assignment-period.
- d. There shall be a minimum of two (2) hours pay for each call/work performed on Saturdays.
- e. Employees assigned to stand-by and who performed services shall only perform services within their job classification.

**ARTICLE 10: CERTIFICATE INCENTIVE PAY:**

Each employee assigned to the position of Maintenance Worker who holds one or more of the following valid certificates shall be eligible to receive Certificate Pay.

**Section 1: Technician Certificates:**

- Back Flow Tester Certificate
- Cross Connection Control Specialist Certificate
- Grade I and/or II Water Operations Certificate
- Grade I and/or II Water Collection Systems Maintenance Certificate

- Grade I and/or II Sewer Operators Certificate
- Grade I and/or II Sewer Collection Systems Maintenance Certificate

**Section 2: Maintenance Group**

- Pool Operator Certificate
- Pesticide Applicator Certificate

The employee shall receive twenty-five dollars (\$25) per month per valid certificate, payable in the first pay period of the month, not to exceed pay for more than four (4) certificates at one hundred dollars (\$100).

In the event that an employee receiving Incentive pay is reassigned to the position of Public Works Technician, he or she will no longer be eligible for Incentive Pay, starting in the month when the employee receives pay as a Technician for the Certificates under the Technician Group identified in Section 1 above. Section 2 certificates will not be affected by the reassignment to the position of Public Works Technician.

**ARTICLE 11: SALARY INFORMATION:**

The City shall furnish each member of the Public Works unit, a bimonthly report summarizing current information on accumulated sick leave, compensatory time and vacation credits.

**ARTICLE 12: WORKING OUT OF CLASS:**

An employee shall not be required to perform duties not a part of the employee's classification except as directed and approved by the City Manager. Whenever an employee is assigned duties and responsibilities of a higher classification and such assignment is for a period of at least ten (10) working days, the employee shall receive the pay for the range of the duties performed at the lowest step on the range which will give the employee a salary increase above their salary for all time in excess of the first ten (10) days.

**ARTICLE 13: PENSION/RETIREMENT**

**Section 1:** CALPERS - City provides retirement benefits for all regular, full-time employees through the California Public Employees' Retirement System (CalPERS).

**Section 2:** PEPRA - All current and new employees are subject to PERS retirement plans in accordance with the California Public Employee's Pension Reform Act of 2013 (PEPRA)

**Section 3:** CALPERS CLASSIC EMPLOYEES - The City shall contribute the employer's contribution, as per the existing contract between CalPERS and the Gonzales miscellaneous group under the 2% @ 60 defined benefit retirement plan for classic employees as defined by CalPERS. Employees under this designation will contribute the full 7% of reportable compensation toward this benefit on a pre-tax basis.

**Section 4:** CLASSIC EMPLOYEES RETIREMENT PAYMENT OFFSET - Effective July 1, 2016, the City will provide a 3.5% increase to the base salary for those employed on that date with no break in service since.

For all other CalPERS classic employees hired after July 1, 2016, the 3.5% increase to the employee's base salary does not apply and does not apply to re-hires.

**Section 5:** NEW EMPLOYEES - Effective January 1, 2013 the City shall contribute the employer's contribution as per the formula established by CalPERS for the Gonzales miscellaneous group under the 2% @ 62 defined benefit retirement plan for new (PEPRA) employees as defined by CalPERS. However, as required by PEPRA the City is no longer allowed to pay for the Employee Paid Member Contribution (EPMC) and therefore, new (PEPRA) employees are responsible for paying the full amount of the employee's portion of the CalPERS defined benefit retirement plan.

**ARTICLE 14: DEFERRED COMPENSATION:**

A deferred compensation plan shall be made available to employees by the City. Participation in the deferred compensation plan shall be strictly voluntary.

**ARTICLE 15: HEALTH, DENTAL AND VISION INSURANCE**

**Section 1:** The City shall pay 100% of the cost of health insurance premiums for an employee's medical, vision and dental coverage and contributes towards dependent coverage.

**Section 2:** The City's Health Insurance is a self-funded plan. The City no longer provides medical retiree health coverage.

**Section 3: Employee Contribution:** If dependents coverage is requested, employee shall pay at the rate of \$106.62 per month for 1 dependent or \$341.30 per month for 2 or more dependents.

**Section 4: Payment-in-Lieu-of-Medical-Coverage:** Any employee in this classification with valid proof of enrollment in an outside medical coverage program, whose health insurance premiums are not paid by the City, may receive a payment-in-lieu of medical coverage.

- a. Employees hired prior to April 1, 2016 with no break in service, "payment-in-lieu-of-medical-coverage" is grandfathered at the monthly reimbursement rate of \$400. This special rate will be permanently forfeited if an employee opts to accept the medical coverage provided by the City.
- b. Effective April 1, 2016, for new employees, this "payment-in-lieu-of-medical-coverage" of \$400 is for an employee with 2 or more dependents, this will be adjusted to \$200 for an employee with 1 dependent, and to \$100 for an employee only.

**ARTICLE 16: LIFE INSURANCE**

City shall provide term life insurance for each employee. The amount of coverage shall be the employee's annual salary multiplied by 1.5 not to exceed \$150,000.

**ARTICLE 17: LONG TERM DISABILITY INSURANCE**

During the term of this Agreement, City will continue to maintain its present long-term disability insurance coverage for employees as long as coverage is available. The current rate of 60% of an employee's annual salary will be designated for long-term disability insurance annually for each employee covered under this agreement.

Within 180 days of the ratification of this agreement, the City agrees to explore and evaluate options for the purchase by City employees of State Disability Insurance (SDI) or an equivalent plan, and to share that information with the Union.

## **ARTICLE 18: VACATION LEAVE**

### **Section 1: Statement of Policy**

The purpose of annual vacation leave is to enable each eligible employee to take a break from his/her work and return mentally and physically refreshed. For this reason, it is the intention of the City that vacations be taken, in-so-far as possible, in increments of one week or more.

### **Section 2: Vacation Accrual**

Vacation shall be accrued and credited on a monthly basis beginning with the first full month of employment, provided a permanent employee has been in pay status for fifty percent (50%) or more of the work days in the previous month. Each eligible employee shall accrue vacation at the following rate of continuous service performed in pay status:

- A. Less than three (3) years - For employees completing less than three (3) years of continuous service, six and two-thirds (6.66) hours for each month of service. (Two [2] weeks per year).
- B. Three (3) years or more, but less than ten (10) years - For employees completing three (3) or more years, but less than ten (10) years of continuous service; ten (10) hours for each month of service. (Three [3] weeks per year).
- C. Ten (10) or more years, but less than fifteen (15) years - For employees completing ten (10) or more years, but less than fifteen (15) years of continuous service; eleven and two-thirds (11.66) hours for each month of service. (Three and one-half [3-1/2] weeks per year).
- D. Fifteen (15) or more years - For employees completing fifteen (15) or more years of continuous service; thirteen and one-third (13.33) hours for each month of service. (Four [4] weeks per year).

### **Section 3: Maximum Vacation Accrual Limits**

Vacation accrual for all eligible employees may not exceed a maximum level equal to the amount of hours credited to the employee within the last twelve (12) months. The City shall review the level of each employee's accrued vacation at the end of each calendar year. If, as of December 31 of any year, an employee's vacation accrual level exceeds the number of vacation hours credited to that employee within the past twelve (12) months, all hours over the maximum level shall be forfeited, and the employee shall have no rights to payment of the unused hours. Accrued vacation hours beyond the maximum level may not be carried forward beyond January 1 of each year, except as provided below.

If an employee has a vacation scheduled within the first thirty (30) days of the calendar year and that vacation leave shall reduce his/her accrued vacation balance to a level at or below the number of vacation hours credited to the employee in the past twelve (12) months, s/he may submit a written request to the City Manager for a one (1) month extension to the year-end review date. However, if the vacation accrual level is not reduced by February 1 of that year, all hours over the maximum level shall be forfeited, and the employee shall have no rights to payment of the unused hours.

If an employee is prevented by his/her supervisor from taking vacation during a calendar year due to operational necessity, s/he shall be given a reasonable time period to reduce his/her vacation accrual level to a level at or below the number of hours earned in the last twelve (12) months. The time period shall be set by the City Manager, but cannot exceed six (6) months. If the vacation accrual level is not reduced by the end of the approved time period, the employee's leave balance shall be reduced to the level credited in the last twelve (12) months and the employee shall have no rights to payment of the forfeited hours.

"Operational necessity" shall apply if the employee has submitted at least two (2) requests for vacation within the last six (6) months, which were denied by his/her supervisor because the employee was needed on the job (i.e. staff shortage, departmental or City emergency, etc.). Denial of a vacation request because one (1) or more employees in the same department have previously submitted and received approval for time off during the same period requested by the employee shall not be deemed "operational necessity."

#### **Section 4: Use of Vacation**

Employee shall complete six (6) months of continuous service before becoming eligible to use accrued vacation leave.

Request for vacation shall be processed within one (1) week of submittal or request. All requests must be submitted to the Department Head on the proper form.

Every effort shall be made to accommodate requests for vacation provided that the employee has accrued sufficient vacation time. Operational necessity, as determined by the Department Head, is cause for a denial of a request. Denial may be appealed to the City Manager within ten (10) days of receipt of denial by employee. If two or more employees submit a request at the same time for the same vacation days, seniority and job assignment shall be the determining factors in granting the request.

Once an employee's request for vacation leave has been approved, said approval may not be withdrawn by the employee's supervisor within thirty (30) days of the first day of the requested vacation, except in the case of a City emergency as determined by the City Manager. An unexpected reduction in work force within the department may be considered an emergency. Changes within the thirty (30) day period may be made with the agreement of the employee.

Employees shall not work for the City during their vacation in order to earn double compensation. Vacation shall be granted in full workday or shift increments only.

#### **Section 5: Holidays Falling During Vacation**



In the event a City holiday falls within an employee's vacation period which would have excused the employee from work, and for which no other compensation is made, said holiday shall not be charged as a vacation day.

**Section 6: Vacation Pay Upon Termination**

Employees leaving the municipal service after at least six (6) months service, who have accumulated vacation leave, shall be paid the amounts of accrued vacation to the date of termination. An employee whose service is terminated for the convenience of the City shall be paid for his/her accrued vacation leave.

**Section 7: Effect of Extended Military Leave**

An employee who interrupts his/her municipal service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

**ARTICLE 19: HOLIDAYS**

**Section 1: Statement of Policy**

Permanent employees shall receive eight (8) hours of holiday pay for each approved City holiday. Permanent part-time employees working fifty percent (50%) or more of a regular full-time position's schedule shall receive holiday pay in proportion to the number of hours regularly worked. Temporary employees shall not be paid for holidays.

**Section 2: City Holidays**

The following holidays are recognized as municipal holidays and all non-police employees eligible for holiday pay shall have these days off, except as provided herein.

- A. January first (New Year's Day)
- B. Third Monday in January (Martin Luther King Jr. Day)
- C. Third Monday in February (Washington's Birthday)
- D. Last Monday in May (Memorial Day)
- E. July 4 (Independence Day)
- F. First Monday in September (Labor Day)
- G. November 11 (Veterans' Day)
- H. Fourth Thursday in November (Thanksgiving Day)
- I. Fourth Friday in November (The day following Thanksgiving)
- J. December 24 (Christmas Eve)
- K. December 25 (Christmas)
- L. Floating Holiday: As of January 1 of each year, each Permanent full-time employee shall be credited with an eight (8) hour Floating Holiday. The Floating Holiday may be taken any time throughout the year. Sufficient notice must be given to the employee's immediate supervisor and the request must be approved prior to the use of the Floating Holiday. Scheduling of the Holiday may not interfere with the work schedule of the City. The Floating Holiday must be taken as one-day (8 hour) leave prior to December 31 of each year or the employee shall forfeit the Holiday and shall have no rights to payment of the unused hours. Part-time employees are not eligible for a Floating Holiday.

M. Every day appointed by the President of the United States or Governor of the State of California as a holiday shall be considered and may be granted as a City holiday upon the City manager's recommendation and the City Council's approval.

**Section 3: Compensation for Work on Paid Holidays**

Employees assigned to work on holidays shall receive whatever holiday pay is due them in accordance with Section 1 above, plus time and one-half (1-1/2) for each hour worked on said holiday.

**Section 4: Holidays Falling on Weekends**

For employees eligible in accordance with Section 1 above, holidays falling on a Saturday shall be taken on the preceding Friday, or immediately prior to any intervening holiday. Similarly, holidays falling on a Sunday shall be taken on the following Monday, or immediately following any intervening holiday.

**ARTICLE 20: SICK LEAVE**

**Section 1: Statement of Policy**

The purpose of sick leave is to provide an employee time off without loss of pay due to illness. It is provided in recognition of the fact that a sick employee is not fully productive and that time off to rest shall allow such an employee to recuperate more rapidly. Additionally, sick leave is provided so that employees who have illnesses which may be contagious shall not expose other employees or members of the public. Sick leave shall not be considered as a privilege which an employee may use at his or her own discretion, but shall be granted only upon the recommendation of the Department Head. Sick leave shall be allowed and used only in the case of necessity and actual personal sickness or disability, medical or dental treatment or in the case of any emergency illness in the immediate family. Immediate family shall mean the spouse, parent, child, brother, sister, or a close relative residing in the household of the employee.

**Section 2: Accrual**

Sick leave shall be accrued monthly, beginning with the first full month of employment, provided the employee has been in pay status for fifty percent (50%) or more of the first month. Sick leave shall be accrued at the rate of eight (8) hours per month for all permanent employees, and eight (8) hours or less, proportional to the hours on pay status during the month, for eligible part-time employees

**Section 3: Eligibility**

In order to receive compensation while absent on sick leave, the employee shall notify the head of his/her department of his/her absence prior to the designated starting time, and in no case later than the end of the first hour. When an employee is absent due to illness or injury for more than three work days, a physician's certificate or personal affidavit may be required. Prior to the resumption of normal duties the employee may be required by his/her Department Head to file a physician's certificate or personal affidavit stating the cause of the absence and attesting to the employee's ability to resume work. If the certificate or affidavit is not filed, the employee is not entitled to be paid for sick leave unless the Personnel Officer grants a waiver.

In the case of frequent use of sick leave, or where a pattern of sick leave abuse is suspected (i.e. ill on Mondays once a month), the City may require that an employee provide a physician's certificate to document that the employee was too ill to work on a given day or days.

#### **Section 4: Deductions**

Sick leave with pay shall be granted for periods no shorter than one hour. Appointments with medical, dental, or other similar health practitioners during working hours shall be considered sick leave, and the employee shall be charged with using a minimum of one hour of sick leave for each absence from work. However, on an annual basis, each employee shall be allowed to take up to a maximum of four (4) hours of leave without deduction from accrued sick leave, for the purpose of obtaining cancer screening and/or testing. The City Manager shall determine the appropriate means of substantiating that such testing has been sought and obtained by a given employee. Beyond the first hour, sick leave shall be deducted hour for hour based on the absence of the employee. Benefits under this provision shall be granted for maternity cases during the period the employee is physically unable to work, as certified by the attending physician or practitioner.

Upon termination, employees shall receive no compensation for unused sick leave except as provided in Section 7. If a permanent employee is terminated for reasons that are not a discredit to him/her, and re-employed within twelve (12) months, s/he may be eligible for any unused sick leave, with pay, existing at the time of this termination, unless s/he resigned of his/her own volition.

#### **Section 5: Pregnancy Disability Leave**

A. An employee disabled due to pregnancy, child birth or related medical condition, may take an unpaid leave of absence of up to one hundred-twenty (120) calendar days. Said policy applies to all employees, including regular, temporary and exempt, whether they have completed their probationary periods. Said leave shall be called a "Pregnancy Disability Leave." Employees are required to request Pregnancy Disability Leave at least thirty (30) days before the leave is to commence unless the need for leave is not foreseeable. If the need for leave is not foreseeable, the employee must give as much notice as possible. Included with said request shall be a Physician's Certificate certifying the pregnancy, estimating the delivery date, and providing a prospective calendar date for the recommended start of leave. Employee may select to use any accrued paid leave prior to requesting an unpaid leave of absence.

B. A longer leave of absence may be granted where extenuating circumstances exist. An employee may be permitted to continue working beyond her eighth (8th) month of pregnancy, if not in conflict with the date provided by her physician in Section A above, upon her written request, accompanied by a statement from her physician stating in writing that:

1. She is physically able to continue with the normal duties of her job and stating what these duties are;
2. Setting forth any restriction upon activity;
3. Providing an exact calendar date upon which maternity leave is recommended to commence.

- C. The returning employee must present a release from her physician to return to work.
- D. An employee who fails to return to work at the termination of her maternity leave, or any extension thereof, shall lose her seniority, and her employment shall be terminated.
- E. In addition to leave due to disability related to pregnancy, child birth or related medical condition, an eligible employee may be entitled to additional Family Care Leave. All impacted employees should consult with the City Personnel Officer for further information in this regard.

**Section 6: Donation of Sick Leave**

In the event an employee is prevented from working for a minimum of six (6) weeks due to serious illness or injury, other City employees shall be allowed to donate to said employee sick leave hours not to exceed a maximum of three hundred-sixty (360) hours total. Said donation by employees of sick leave hours is voluntary. Notwithstanding the above, the City Manager shall be granted the discretion to allow for the donation of sick leave hours to an employee who is prevented from working for less than the stated maximum of six (6) weeks. In exercising said discretion, the Manager shall consider such factors as the availability of accrued sick and vacation leave and disability payments to the potential recipient of donated sick leave hours.

**Section 7: Conversion of Accumulated Sick Leave**

Any employee who retires or resigns from City services with a minimum of fifteen (15) years of service shall be entitled to convert unused sick leave as provided below:

An employee who is at least fifty-five (55) years old and has completed a minimum of twenty (20) years of service shall be entitled to convert fifty percent (50%) of his/her unused sick leave to paid time off.

An employee who is at least fifty-five (55) years old and has completed a minimum of fifteen (15) years of service shall be entitled to convert twenty percent (20%) of unused sick leave to paid time off.

An employee who is under the age of fifty-five (55) and has completed a minimum of fifteen (15) years' service shall be entitled to convert ten percent (10%) of his/her sick leave into pay at the time of resignation.

Such paid time off shall be used immediately preceding the employee's retirement date. Employees terminated by the City are not eligible for the provisions provided herein.

**Section 8: Workers' Compensation: Non-public Safety Employees**

Any employee, other than sworn Peace Officer personnel, who is absent from work by reason of any injury or illness covered by Workers' Compensation shall continue in pay status under the following provisions:

A. The difference between the amount granted pursuant to such Workers' Compensation and the employee's regular rate of pay shall be paid to the employee for a period of thirty (30) days.

B. Beyond the initial thirty (30) days, the difference between the employee's regular rate of pay and the total of Worker's Compensation, Social Security benefits, and City paid disability insurance benefits,

such difference to be deducted from the employee's accumulated sick leave, compensatory time, and, when authorized by the employee, vacation days.

C. Such an employee shall continue in pay status and receive his/her regular rate of pay until his/her accumulated sick leave, compensatory time, and vacation days have been depleted to the nearest one-half (½) day.

D. During this time the employee is in pay status while absent from work by reason of injury or illness covered by Workers' Compensation, s/he shall continue to accrue sick leave and vacation benefits as though s/he were not on leave of absence; but shall not receive credit for holidays.

E. Any employee, other than Police Department (sworn Peace Officer) personnel, who depletes his/her accumulated sick leave, compensatory time, holidays, and vacation days to maintain pay status while absent from work by reason of an injury or illness covered by Workers' Compensation, shall be removed from pay status. Upon depletion of accumulated sick leave for an injury or illness and upon recommendation of the employee's Department Head, an employee may be placed on medical leave of absence without pay for a period not to exceed sixty (60) days. If the employee is unable to return to work at the end of this period, s/he must request further medical leave which shall be subject to approval of the City Manager. If further leave is granted, the employee must notify the City of his/her intent to return to work every thirty (30) days. If further leave is not granted, the employee's service with the City shall be considered terminated.

#### **Section 9: Use of Sick Leave to Care for Members of Immediate Family**

Notwithstanding policy statements or language to the contrary set forth in this Chapter, in any calendar year, an employee may use accrued and available sick leave, in an amount up to that which would be accrued during six months at the employee's then current rate of sick leave accrual, to attend to the illness of the employee's child (biological, foster or adopted child, stepchild, legal ward, or child of an employee standing in loco parentis), parent (biological, foster, or adoptive parent, stepparent, or legal guardian) or spouse. All conditions and restrictions established by this Chapter for the use of sick leave, including but not limited to the notification and physician's certification requirements set forth in Section 3, shall apply to the use of sick leave to attend to the illness of an employee's child, parent or spouse. Use of sick leave pursuant to this Section shall not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family And Medical Leave Act of 1993. City expressly agrees that it will not deny an employee the right to use sick leave in accordance with this Section or discharge, threaten to discharge, demote, suspend or in any manner discriminate against an employee for using or attempting to exercise the right to use sick leave in the manner set forth herein. The City Manager shall have the authority to allow the use of sick leave in excess of that which may be accrued in a six-month period based on the circumstances of a given request.

#### **ARTICLE 21: OTHER LEAVES OF ABSENCE**

**Section 1: Leave of Absence Without Pay:** A leave of absence without pay, defined as five (5) or more consecutive days, may be granted in cases of emergency or where such absence would not be contrary to the best interests of the City. Such leave is not a right, but a privilege. Employees on authorized leave of absence without pay may not extend such leave without the expressed approval of the City Manager. A leave of absence is not considered a break in service of employment; however, no vacation or sick leave

benefits shall be used for illness occurring during such leave nor shall any such benefits accrue. All requests for a leave of absence without pay must be submitted in writing to the City Manager, who shall approve or disapprove, based on the merit of the case. Such leaves shall not exceed twelve (12) months duration. Failure of an employee to return to duty upon the termination of authorized leave of absence shall be cause for discharge.

**Section 2: Unauthorized Leave of Absence:** An unauthorized leave of absence shall be without pay, and reductions in the employee's pay shall be made accordingly. An employee who is absent without leave for more than one (1) day may result in discharge. Such discharge shall not be subject to appeal, although an impacted employee shall be provided with notice of the intent to discharge and the right to be heard at a non-evidentiary hearing before the discharge may be imposed.

**Section 3: Leave of Absence for Death Within the Immediate Family:** Leave of absence with pay for a period not to exceed three (3) days may be granted to a permanent employee by the Department Head, with approval of the City Manager, in the event of death of an immediate family member. Beyond that time, an employee may use accumulated sick leave. A maximum of five (5) days leave may be granted with prior approval by the City Manager and if the employee has to travel more than 300 miles one way to attend burial services.

For purposes of this paragraph, an immediate family member is defined as a spouse, child's spouse, mother, father, step-mother, step-father, brother, sister, child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt and uncle, grandparent, spouse's grandparent, or grandchild.

**Section 4: Leave of Absence for Death Outside the Immediate Family:** A permanent employee may be granted a Leave of absence without pay by the Department Head in the event of death of a family member other than one of the immediate family. Such leave is granted in accordance with Article 20, Section 1.

**Section 5: Military Leave of Absence:** State and other applicable laws shall govern the granting of military leaves of absence and the rights of employees returning from such absence. (See The Veteran's Reemployment Rights Act, California Military Code Sections 395 et seq.)

**Section 6: Voting Leave:** Time off with pay to vote at any general, direct primary, or presidential primary election, shall be granted as provided in the California Elections Code. Notice that an employee desires time off shall be in accordance with the provisions of said code.

**Section 7: Jury Duty:** Employees required to report for jury duty shall be granted a leave of absence with pay from his or her assigned duties until released by the Court, provided the employee remits to the City all fees received for such duty other than mileage and subsistence allowances within thirty (30) days after the termination of his or her jury services. If jury duty permits, an employee is expected to work a partial day. Part-time employees shall be entitled to jury leave with pay prorated to their scheduled work day.

**Section 8: Subpoenas:** Permanent employees who are subpoenaed to appear as a witness on behalf of the State of California or any of its agencies may be granted leave of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearance(s) to the City within thirty (30) days of the termination of his/her services. Compensation for mileage and subsistence allowances shall not be considered as a fee and shall be retained by the employee.

**Section 9: Worker's Compensation Hearing:** Employees who have been injured in the course and scope of their employment with the City and who are required, as a result of such injury, to be absent from duty to take physical examinations required by the City's Workers' Compensation insurer or the Industrial Accident Commission or to attend hearings of the Industrial Accident Commission, may be granted leave with pay for such absences by the City Manager when s/he determines such absences are in the best interest of the CITY, and only if the employee is in pay status at the time of the scheduled examination or hearing.

**Section 10: Family or Medical Leave:** Employees are entitled to leave for family and medical purposes pursuant to the Family and Medical Leave Act and the California Family Rights Act. Computation of such leave, which may also be coordinated with leave for pregnancy related disabilities, can be exceedingly complex. The following policy provides general rules and guidelines. Any employee wishing to make use of available leave provisions should confer with the City Personnel Officer for further guidance and specific details.

A City employee with more than one (1) year of continuous service who has worked more than 1250 hours in the previous year and who meets all requirements of this section, may be entitled to take up to a total of four (4) months in a twenty-four (24) month period for unpaid family care or medical leave. This policy applies to all employees, including regular, temporary or exempt, whether or not they have completed their probationary periods.

Family care or medical leave may be requested under the following circumstances:

- A. Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, or the serious illness of a child of the employee.
- B. Leave to care for a parent or a spouse who has a serious health condition.
- C. Leave to attend to the employee's own serious health condition.

Serious health conditions means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider.

An employee taking family care leave may elect, or the City may require the employee, to substitute employee's accrued vacation leave or other accrued time off during this period. The employee shall not

use sick leave during the period of family care leave unless mutually agreed to by the employer and the employee.

Any employee taking leave pursuant to this section shall continue to be entitled to participate in health plans, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any purpose other than family care. The City may require the employee to pay premiums, at the established group rate, during the period of leave not covered by any accrued vacation or other accrued time off. However, the non-payment of premiums by an employee shall not constitute a break in service, for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. In some instances, City shall pay employee's share of premiums in order to insure full benefits, although employer is entitled to recover such monies once employee returns to work.

The City shall not be required to make payments for an employee to any pension and/or retirement plan, and the leave period shall not be required to be counted for purposes of time accrued under the plan. However, an employee covered by a pension plan may continue to make contributions in accordance with the terms of the plan during the period of the leave.

During a family care leave the employee shall retain employee status with the CITY, and leave shall not constitute a break in service. An employee returning from leave shall return with no less seniority than the employee had when the leave commenced, for purposes of layoff, recall, promotion, job assignment, and seniority-related benefits.

If the employee's need for a leave is foreseeable, the employee shall provide the employer with reasonable advance notice of the need for the leave.

The City may require that an employee's request for leave to care for a child, a spouse, or a parent who has a serious health condition be supported by a certification issued by their health care provider of the individual requiring care. The certification shall include: the date on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the health care provider, the City may require the employee to obtain recertification in accordance with the procedure provided in the above paragraph.

The City shall not be required to grant an employee family care leave which would allow the employee and the other parent of the child family care leave totaling more than the amount specified, nor to grant an employee family care leave for any period of time in which the child's other parent is also taking family care leave from employment or is unemployed.



The City may refuse to grant a request for family care leave if necessary to prevent undue hardship to the operations of the CITY.

**ARTICLE 22: STEWARD LEAVE**

Designated Union steward(s) not exceeding one (1) at a time, shall be granted leave from duty without loss of pay for the purpose of meeting and conferring or representing an employee on matters within the scope of representation. The total number of stewards shall not be more than two (2). The Union shall notify the City in advance to identify the steward assigned at any given time. Such Union steward shall first obtain permission through the appropriate management channel before leaving his/her work or work location. Permission shall not be arbitrarily withheld but may be denied due to the operational needs of the department.

**ARTICLE 23: UNIFORM/SAFETY BOOTS/PROVISION OF SAFETY EQUIPMENT/TRAINING**

**Section 1: Uniform:** The City will provide the required uniform clothing, which includes shirts and pants.

**Section 2: Safety Boots:** For the classifications of Maintenance Worker, Public Works Technician, Mechanic I, Mechanic II, and Public Works Supervisor upon administrative direction, the City shall reimburse field personnel on an "as-needed" basis, but not more often than once every twelve (12) months from the date of purchase of the boots, 100% of the cost of the approved safety boots, to a maximum amount of one hundred and fifty dollars (\$150) per Employee. Field personnel may purchase more than one pair of boots, but it is understood that the maximum reimbursement from the City will be \$150 once every twelve months. In the event that an employee resigns within six (6) months of the purchase of the safety boots, the employee shall be required to reimburse the City for one-half (1/2) of the City's cost of the safety boots which will be deducted in the employees last payroll check.

**Section 3: Safety Equipment:** The City will provide the required and necessary safety equipment.

**Section 4: Training:** The City shall commit to seek cost efficient training to improve employees' skills, techniques or efficiency, either individually or by class. The City Manager shall determine, on a case-by-case basis, the validity of particular training in meeting the above goals.

**ARTICLE 24: HEALTH HAZARDS: INOCULATIONS**

Employees who are exposed to health hazards by direct contact with raw sewage, industrial waste, human or animal waste, shall have the benefit of having the City arrange for inoculations for typhoid and paratyphoid fevers, tetanus, polio virus, and other inoculations recommended by the Monterey County Public Health Officer or a qualified Medical Provider.

**ARTICLES 25: RECLASSIFICATION**

The City Manager may re-classify an employee's position title as a result of an increase or decrease in the work, duties, or responsibilities assigned. In some cases, positions may be reclassified to more

appropriately reflect the actual work, duties, responsibilities, or assignments being performed. The City Manager may, upon reevaluation and determination that a substantial change in work assignments, or responsibilities has taken place, also increase or decrease the pay range and step of said position as appropriate. Either party may propose a re-classification at any time or the City Manager will meet and confer with the Union. However, it is understood that the City Manager will make the final determination on any proposed reclassification.

**ARTICLE 26: ADVANCE NOTICE**

Except in cases of emergency, the Union shall be given reasonable written notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and shall be given the opportunity to meet with the City representative prior to its adoption. Advance notice on matters subject to consultation, but outside the scope of representation, is desirable but not mandatory.

**ARTICLE 27: RE-EMPLOYMENT**

A regular full-time employee who has been laid off due to a Reduction in Force and re-employed by the City within 12 months of the layoff shall be entitled to, upon re-employment:

- (a) Restoration of fifty percent (50%) of all sick leave credited to the employee's account at the time of layoff, and;
- (b) Credit for prior service for the purpose of determining vacation accrual rate, and;
- (c) Starting at the same step at the time of layoff if re-employed back to the same position. However, if re-employed to another position, then the usual progression through the steps will ensue.

**ARTICLE 28: DISCIPLINARY ACTION**

Please refer to Exhibit A for the Disciplinary Action Procedures of the City's Personnel Rules and Procedures that are included for reference purposes only, and are not to be considered a part of this negotiated Memorandum of Understanding.

**ARTICLE 29: GRIEVANCE PROCEDURES**

Please refer to Exhibit B for the Grievance Procedures of the City's Personnel Rules and Procedures that are included for reference purposes only, and are not to be considered a part of this negotiated Memorandum of Understanding.

**ARTICLE 30: APPOINTMENT OF AD HOC EMPLOYEE BENEFIT COMMITTEE**

The City Manager may, at his/her discretion, designate an Employee Benefits Committee to review, analyze, and make recommendations to the City Manager regarding the annual employee's benefits programs.

**ARTICLE 31: COPIES OF THE PERSONEL RULES AND REGULATIONS**

The City agrees to provide a copy of the Personnel Rules and Regulations to all the employees of this bargaining group and maintain at least one copy at the Public Works Maintenance Yard.

**ARTICLE 32: SCOPE AND TERM OF AGREEMENT**

**Section 1:** It is the intent of the parties hereto that the provisions of this Agreement shall supersede all contrary provisions of prior agreements; or salary and/or personnel resolutions, oral or written, expressed or implied, between the parties. This Agreement is not intended to conflict with Federal or State law.

**Section 2:** The parties acknowledge that the City Council will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Agreement.

**ARTICLE 33: NO STRIKE-NO LOCKOUT**

**Section 1:** The Union, its officers, agents, representatives, and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

**Section 2:** The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, and layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

**Section 3:** Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

**Section 4:** In an event that any one or more officers, agents, representatives, or members of the Union engage in any of the conduct prohibited in Section 1 above, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

**ARTICLE 34: AUTHORIZED AGENTS**

Authorized Agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

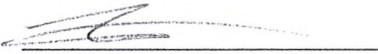
A: Representing the City of Gonzales  
City Manager  
P.O. Box 647

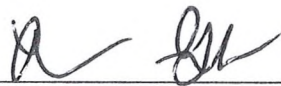
Gonzales, California 93926

B: Representing the Union:  
Painters & Allied Trades District Council 36  
District Council 36  
1155 Corporate Center Circle Drive  
Monterey Park, CA 91754

**ARTICLE 35: TERM**

This Agreement shall be effective January 1, 2019 and shall continue in full force and effect through December 31, 2021. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice to modify this Agreement is given by either party other no later than 60 days prior to December 31, 2021 or 60 days prior to June 30th of any succeeding year.

  
\_\_\_\_\_  
René L. Mendez, City Manager  
City of Gonzales

  
\_\_\_\_\_  
Christopher Graeber, Field Representative  
Painters and Allied Trades District Council 36  
On behalf of CalPro Local Union #2345