

(Agreement Number 2021-25)

AGREEMENT BETWEEN

THE
Delano City Employee's Association
[Miscellaneous Employees Bargaining Unit]
AND

THE
CITY OF DELANO

JULY 1, 2021 – JUNE 30, 2024

INDEX TO
 AGREEMENT BETWEEN THE
 DELANO CITY EMPLOYEE'S ASSOCIATION (DCEA), MISCELLANEOUS UNIT
 AND
 THE CITY OF DELANO
 2021-24

ARTICLE	PAGE
PREAMBLE.....	1
ARTICLE 1. Recognition	1
ARTICLE 2. Union Membership and Dues Check Off	1
ARTICLE 3. Definitions	2
ARTICLE 4. Term of Agreement and Renewal.....	2
ARTICLE 5. Full Understanding Modification and Waiver ..	2
ARTICLE 6. City Rights and Responsibilities	2
ARTICLE 7. Union Representation Rights	3
ARTICLE 8. Discrimination and Coercion.....	3
ARTICLE 9. Job Safety	4
ARTICLE 10. Seniority	4
ARTICLE 11. Layoffs	5
ARTICLE 12. Personnel Files	6
ARTICLE 13. Job Descriptions	6
ARTICLE 14. Compensation	6
ARTICLE 15. Longevity Pay	7
ARTICLE 16. Working Above Classification.....	8
ARTICLE 17. Call-Back.....	8
ARTICLE 18. Shift Differential	9
ARTICLE 19. Uniform Allowance and City Tools	9
ARTICLE 20. Overtime	10
ARTICLE 21. Holidays	10
ARTICLE 22. Stand-By	11
ARTICLE 23. Sick Leave	12
ARTICLE 24. Blood Donation.....	12
ARTICLE 25. Medical, Life and Dental Insurance.....	13
ARTICLE 26. Cafeteria Plan	13
ARTICLE 27. Retirement Contribution	14
ARTICLE 28. Vacation	14
ARTICLE 29. Rest Period	15
ARTICLE 30. State Disability Program	16
ARTICLE 31. Grievance Procedure	16
ARTICLE 32. Advisory Arbitration	18
ARTICLE 33. Disciplinary Actions.....	19
ARTICLE 34. Peaceful Performance.....	19
ARTICLE 35. Maintenance of Benefits	20
ARTICLE 36. Savings Provision	20

**AGREEMENT BETWEEN THE
DELANO CITY EMPLOYEE'S ASSOCIATION
(MISCELLANEOUS EMPLOYEES)**

AND THE

CITY OF DELANO

2021-24

PREAMBLE

This Agreement is entered into by the City of Delano, hereinafter referred to as the "Employer", and the Delano City Employee's Association (DCEA) hereinafter referred to as the "Union" pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510).

This Agreement establishes an equitable and peaceful procedure for the resolution of differences and the establishment of: rates of pay, hours of work and other conditions of employment of all non-management regular City employees except confidential sworn police officers. The Correctional Staff included in this unit are Correctional Officers and Correctional Sergeants. The individuals who are otherwise included and are subject to this Agreement constitute the "Miscellaneous Employee Bargaining Unit."

All individuals who constitute the "Miscellaneous Employee Bargaining Unit" may be assigned to various Departments and Divisions throughout the City but are all employees of the City of Delano and not employed by any individual Department or stand-alone Division.

ARTICLE 1. RECOGNITION

Pursuant to and in accordance with all applicable statutory provisions, the Employer recognizes the Union as the exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other terms and conditions of employment for the bargaining unit employees.

ARTICLE 2. UNION MEMBERSHIP

- A. **New Employee Orientation/Quarterly Demographic Report.** In accordance with AB 119, the City shall notify the Union representatives when a new employee is hired into the bargaining unit, including during new employee onboarding and when a new employee orientation occurs. The Union representatives will notify the City when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin. The City shall also provide the Union representatives with demographic reports of all employees in the bargaining unit no less than quarterly. The City shall also provide reasonable paid release time for the Union representatives to meet with new employees for the purposes of discussing membership in the Union.
- B. **Dues Deductions.** In accordance with SB 866, the City shall deduct dues on a regular payroll basis from the pay of all Union members. Such deductions shall be authorized

in writing on a form approved and provided by the Union for this purpose. The membership cards shall be retained by the Union. The City shall rely on a certification from the Union representatives for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Union within thirty (30) days of the deduction.

- C. **Indemnification.** In accordance with SB 866, the Union shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the terms of this Article.

ARTICLE 3. DEFINITIONS

In the administration and interpretation of this Agreement, the definitions in the Employer-Employee Relations Resolution and Rules and Regulations for the City of Delano shall apply, except where they are in conflict with this Agreement, in which case this Agreement controls.

ARTICLE 4. TERM OF AGREEMENT AND RENEWAL

- A. **Term:** The term of this Agreement shall commence July 1, 2021 and expire June 30, 2024 unless extended by mutual agreement of the parties.
- B. **Renewal:** It is agreed that meeting and conferring over the renewal of replacement of this Agreement shall be initiated at the request of either party between January 1, 2024 and June 30, 2024, and that every effort will be made to reach an agreement by June 30, 2024.

ARTICLE 5. FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein by the parties.
- B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding.
- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council and the Union.
- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 6. CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the City and not abridged herein include but are not limited to, the following: to manage and direct its business and personnel; to make, control and determine the mission of its departments,

building facilities and operation; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to establish salaries of new positions after meeting and consulting; to direct the work force; and to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by City employees and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 7. UNION REPRESENTATION RIGHTS

- A. **Meeting and Conferring:** Union representatives shall be allowed to meet with City management on City time on a reasonable basis for the purpose of meeting and conferring in good faith without loss of pay or any benefits. Such meetings will normally be conducted during working hours. The Union agrees to provide the City Manager with a list of Union representatives who are authorized to meet and confer in good faith and the list shall be kept current by the Union.
- B. **Member Representation:** The City agrees that the Union may designate employees to serve as Union representatives for the purpose of representing Union members in matters within the scope of representation on City time during regular work hours without loss of pay or any benefits. The Union agrees to provide the City Manager with a list of Union representatives who are authorized to represent members and the list shall be kept current by the Union.
- C. **Access:** The City agrees that authorized Union representatives or staff members shall be given access to work locations during working hours to represent members, process Union grievances, conduct investigations and/or observe working conditions. Such visits are to be made with the prior knowledge and approval of the City Manager and/or Department Head. A management representative may accompany the Union representative or staff members on their visit.
- D. **Bargaining Committees:** The bargaining committees of both the Union and the City will consist of a maximum of three (3) City employed representatives and one (1) non-City-employed representative. Employees serving on the Union bargaining committee will be paid by the City for time spent on negotiations with the City, but only for the straight-time hours they would otherwise have worked on their regular work schedule.

ARTICLE 8. DISCRIMINATION AND COERCION

- A. **No Reprisal by Management:** There shall be no discrimination or reprisal by supervisory or management employees against any employee because of his Union membership or lawful activity or the lawful and proper exercise of his rights under the law or under this Agreement.
- B. **No Reprisal by Union or Agents:** There shall be no discrimination or reprisal by the Union, its members or representatives against any employee by reason of race, color, sex, age, creed or national origin or because of non-membership in the Union.

- C. **Equal Application:** It is agreed that the provisions of this Agreement shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, age, national origin, political or religious affiliations or Union membership.
- D. **Parties' Commitment to Equal Opportunity:** The parties agree to commit themselves to the goal of equal employment opportunity in all City services as defined in the City's Affirmative Action Program. Further, the Union agrees to encourage its members to assist in the implementation of the City's Affirmative Action Program.
- E. **Representation in Disciplinary Meetings:** In the event an employee is subject to disciplinary action and has reason to believe that such action may result from a conference with his superiors, said employee may be accompanied by a representative of the recognized employee organization.

ARTICLE 9. JOB SAFETY

- A. **Safety Equipment:** Safety equipment shall be furnished to the employees for use, as needed, and required by the City.
- B. **CAL-OSHA Compliance:** The Employer and the Union agree to abide by applicable provisions of the California plan approved in accordance with the provisions of the Federal Occupational Safety and Health Act of 1970 and all regulations issued by the State of California to implement that plan, or as such provisions may be amended.
- C. **Union Support:** The Union agrees to support, without qualification, the Employer's Safety Program and will encourage its members to attend safety courses and to obtain first aid certificates, as required by the City.
- D. **Reduction of Injuries:** Both the Employer and the Union recognize the need and will strive to reduce the number of industrial injuries among the employees.
- E. **Safety Training:** The Employer agrees that any safety courses the City requires employees to take will be provided on Employer time with pay.

ARTICLE 10. SENIORITY

- A. **General:** "Overall Seniority" shall mean the status attained by length of continuous service with the City regardless of time in class, time in department or time at a particular location.

Any disagreement over the application of any method applying seniority utilized by the department will be subject to the grievance procedure.

- B. **During Probationary Period:** A probationary employee shall have no seniority until the employee has completed a 6-month probationary period. Upon the completion of the probationary period, the employee will acquire seniority from the date of hire.

Any employee transferred or promoted shall accrue no seniority in the new position until completion of six (6) months in pay status in the new position. Upon completion, the employee's total seniority shall be credited.

During this six month period, the employee will continue to hold and accrue seniority in the position from which transferred or promoted and in the event of the position to which transferred or promoted is abolished, or the employee admits inability or is judged by management unable to perform the duties of such position during this six (6) month period, the employee will be returned to the position from which transferred or promoted with no loss of seniority.

- C. **Loss of Seniority:** Seniority shall not be broken by vacations, sick leave, or any authorized leave of absence or call to military service.

All seniority rights shall be lost by an employee under the following circumstances:

1. Voluntarily terminates his or her employment.
2. Is discharged
3. Does not return to work within 14 days of being recalled after a layoff.
4. Is laid off for one (1) year without being recalled.

- D. **Seniority on Promotion:** The City recognizes the principle of seniority and the Union recognizes the need of maintaining an efficient work force. In all matters involving the filling of a job vacancy by promotion or transfer, the length of continuous service with the City shall be given primary consideration where skill, ability and efficiency are equal.

- E. **Shift Preference:** Shift preference will be granted on the basis of seniority within the same classification where skill, ability and efficiency are equal and a vacancy exists. Ties shall be broken by lot.

ARTICLE 11. LAYOFFS

- A. **Non-Permanent Employees:** In the event of a layoff, temporary and probationary employees, within the affected classification, will be laid off before any permanent classified employees are laid off.

- B. **Bumping:** The process known as "bumping" will give an employee subject to lay-off the right to first displace employees with less seniority in any comparable classification, as determined by the City Manager. As a second alternative to lay-off, employees subject to lay-off may take a voluntary demotion to any lower classification within the same department in which the employee had prior permanent status, provided such a vacancy exists or the demote has higher seniority than an employee working in that classification. As a third alternative, an employee subject to lay-off may take a voluntary demotion to a vacant position in any lower classification provided that the employee can, through a non-competitive examination, establish proof to the satisfaction of the Personnel Officer, that he/she meets the minimum qualifications of the job. In the case of this third alternative being taken, the employee bumping into the position will be on probation for such position on the same basis as any other new employee in such classification. The bumping employee will otherwise retain all rights to remain on the 12 month reemployment list. Disputes over previous experience and ability will be subject to the Grievance Procedure. The provisions of this section shall be automatically revised to conform to any changes in State law with respect to lay-off procedures and bumping rights.

- C. **Follow City of Delano Rules and Regulations:** The procedure for administering layoffs is set forth in the City of Delano Rules and Regulations, Section 11.
- D. **Meet and Consult on Effects:** The City shall notify the Union of its willingness to meet and consult with the Union prior to a layoff to discuss the practical effects of the layoff.

ARTICLE 12. PERSONNEL FILES

- A. An employee or a Union representative with the written consent of the employee may inspect that employee's personnel file. An employee shall be entitled to read any statement written by the employee's supervisor or departmental management on his or her work performance or conduct if such statement is to be filed.

Disciplinary action includes a letter of warning, written reprimand, suspension, demotion or discharge. If the department takes disciplinary action against an employee, the department will furnish the employee with copies of all documents or written statements used by the department as a basis for its action, however, Skelly Rights shall only attach to those levels of discipline as required by law.

- B. **Vacancies:** No department shall intimidate or encourage qualified eligibles from a certification list to waive appointment. Waivers shall be an employee decision only and shall normally be submitted in writing by the employee.

Any job vacancy shall be posted at each work location for a minimum period of seven (7) calendar days.

ARTICLE 13. JOB DESCRIPTIONS

If the Union believes that the job description of a particular position does not correspond with the duties performed in that job, the Union will submit a proposed written revision of the job description to the City for consideration and study as to its accuracy and the financial feasibility for any change.

ARTICLE 14. COMPENSATION

- A. **Salary Adjustments**

- 1. Effective the first full pay following either (1) July 1, 2021, or (2) ratification and city council adoption (whichever is later), 3.0% wage increase and a \$2,500.00 lump sum premium pay for COVID-19 front-line essential workers;
- 2. Effective the first full pay period following July 1, 2022, 3.0% wage increase; and
- 3. Effective the first full pay period following July 1, 2023, 3.0% wage increase.

- B. **Certification Pay:**

- 1. All positions requiring testing and current continuous (annual or periodic) certification (or re-certification) as a minimum employment standard by any State or Federal agency (e.g. WWTP Operator, Mechanic, Building Inspector etc.) shall be eligible to receive certification pay.
- 2. Unit members assigned to such positions shall have all certification, re-certification, and testing costs borne by the City upon proof that certification has been achieved.

Employees who maintain all minimum required certifications, shall receive certification pay in the amount of \$50 per month.

3. Any position assigned to the Public Works Department who possesses a Class "A" commercial license and who's Department Head has determined the use of such license would be beneficial to the operations of the division the employee is assigned to, shall be eligible, with the approval of the City Manager, to receive Certification Pay. This shall not be extended to a Class "B" or any other type of driver license.
4. Certification pay for Waste Water and Water Treatment: Each bargaining unit employee in the Waste Water Treatment Plant Department or the Water Plant Department who holds a valid certificate from the State of California in his/her specialty above those required for continued employment in his class shall receive \$50.00 per month in addition to his normal pay for each such certificate held as approved by the City Manager.

The following certificates have been designated as eligible by the City Manager for the appropriate classifications:

1. Wastewater Treatment and
Water Plant Operator Certificate – Grade II
 2. Wastewater Treatment and
Water Plant Operator Certificate – Grade III
 3. Wastewater Treatment and
Water Plant Operator Certificate – Grade IV
- C. **Bi-Lingual Bonus: Effective FY 2021/22** employees who are designated by the employer to utilize bi-lingual oral interpreting skills shall receive \$50 per month. Employees who are designated by the employer to utilize bi-lingual oral and written interpreting skills shall receive \$100 per month. An employee will cease receiving the bi-lingual bonus if he/she is asked by their immediate supervisor or designee to provide interpreting or translating skills during the work day and the employee declines to do so three times. Additional testing will be required for the written skill.
- D. **Tuition Reimbursement:**
Subject to City Manager approval, the City shall reimburse employees up to six hundred dollars (\$600) annually for tuition, textbooks or related expenses for courses that will enable the employee to gain additional skills or knowledge in his/her area of responsibility. This does not include travel allowance. The employee must maintain at least a C in every class. **If the course is credit/no-credit or pass/fail, the employee must receive credit or must pass every course.** The employee will be reimbursed after proper proof of completion of class is submitted by providing a transcript. Reimbursement must be requested no longer than one year after completion of the course/class.

ARTICLE 15. LONGEVITY PAY

After eight (8) continuous years of City service, all employees in the bargaining unit shall receive \$35.00 per month longevity pay. After fifteen (15) continuous years of City service, all employees in the bargaining unit shall receive an additional \$35.00 per month longevity

pay (total = \$70.00 per month). After twenty (20) continuous years of City service, all employees in the bargaining unit shall receive an additional \$30.00 per month longevity pay (total = \$100 per month). After twenty-five (25) continuous years of City service, all employees in the bargaining unit shall receive an additional \$25.00 per month longevity pay (total = \$125 per month).

ARTICLE 16. WORKING ABOVE CLASSIFICATION

- a) The City agrees that working an employee above classifications will occur only to meet work requirements within the City and that such above classification work will terminate after one workday. If extended beyond one day, the employee shall be compensated at the rate of the higher classification, for the entire period the employee works in the higher classification. The above classification pay shall be equal to the "A" step or five percent (5%), whichever is greater. In no case shall the rate of pay exceed the top step of the higher classification in which the employee is temporarily assigned. For the purpose of this Article, an above classification assignment is the full-time performance of a majority of the essential duties of an authorized, funded, permanent, full-time position in one classification by an employee regularly assigned to a position in a lower classification.
- b) If an employee is specifically assigned by an authorized superior to assume the ordinary defined duties of a department or a divisional head, said employee will be eligible to receive "above classification pay" but only up to a rate of pay which is no more than 20% above the employee's ordinary pay. "Above classification pay" and "regular pay" shall be defined for the purposes of this Article as consisting only of the base, monetary wage for salary paid, and shall not extend to or include any retirement or other fringe benefits of any type or nature.
- c) Special Training Assignment:
Effective upon the signing of this M.O.U., any employee designated to perform a special training assignment shall be compensated at the rate of 5% above the employee's ordinary base salary in his/her regular classification (per month) for the period he/she is so assigned. A Special Training Assignment is an assignment made by the Chief of Police that lasts longer than ten (10) consecutive working days and is applicable to Public Safety Dispatchers who are assigned to work with Police Officers, Jailers and/or Public Safety Dispatchers for the purpose of dispatch and communication procedure training. Employees who train for at least ten (10) consecutive working days shall receive the additional 5% rate for all hours spent training (including the initial 10 consecutive working days).

ARTICLE 17. CALL BACK

Call back is required of an employee who, following completion of his or her normal work day and departure from his or her place of employment, is ordered by management to report back to duty to perform necessary work. In all cases in which an employee is called back as defined above, the employee shall receive a minimum of two (2) hours at one and one-half (1 ½) times their normal hourly rate of pay. Additional call back to the same location or address during an eight (8) hour period shall qualify only for the hours worked.

This Article shall not apply to regularly scheduled meetings.

ARTICLE 18. SHIFT DIFFERENTIAL

- A. A shift differential of .75 cents per hour will be paid any employee when the majority of their shift falls between the hours of 4:00 p.m. and 12:00 midnight.
- B. A shift differential of .85 cents per hour will be paid any employee when the majority of their shift falls between the hours of 12:00 midnight and 8:00 a.m.
- C. Cooks at the Community Correctional Facility working the morning shift shall receive the .85 cents per hour shift differential for any hours worked between the hours of 0400 – 0800. Cooks at the Community Correctional Facility working the evening shift shall receive the .75 cents per hour shift differential for any hours worked between the hours of 1600 – 2000.
- D. Time for which compensatory time is earned; time for which overtime pay is to be received or time off with or without pay including meal break, vacation, sick leave, etc. (rest period excepted), shall not qualify for shift differential.

ARTICLE 19. UNIFORM ALLOWANCE AND CITY TOOLS

Uniform Allowance:

Effective FY 2021/22, Community Service Officers, Public Safety Dispatchers, and Property and Evidence Custodians shall receive a uniform allowance of seventy dollars (\$70.00) per month. The City shall provide four (4) full uniforms (top and bottom) to employees upon hire paid by the City with the uniform allowance beginning the following year (12 months) from their hire date.

- A. Such allowance shall be used to purchase and maintain approved uniforms to City standards. Other Miscellaneous Unit positions may be subject to uniform allowance if uniforms are required by the Department Head and approved by the City Manager.
- B. **Uniforms Provided:** The City shall provide all field personnel with five (5) uniform shirts and five (5) uniform pants per week. Shirts to be worn on duty only. The employer will provide coveralls for all mechanics and the night equipment serviceman, including normal number of changes each week. Employer will provide three (3) coveralls, three (3) sets of gloves (lineman type), to all maintenance workers assigned to the Sewer Maintenance Division.
- C. **City Tools:** The employer will provide all necessary tools and locked cabinets for each mechanic working on City vehicles.
- D. **Care of City Uniforms and Equipment:** The Union and the employees agree to all reasonable regulations for the protection of uniforms, tools and other equipment provided by the City.
- E. **Driver's License Renewal** The City shall pay the fees associated with the renewal of Class B and Class A driver's licenses which are required as a condition of employment. The City shall also pay the costs of any physical examinations associated with the driver's license renewal.

ARTICLE 20. OVERTIME

- A. Overtime shall be worked only at the request of the Employer. Employees required to work in excess of eight (8) hours in a day or in excess of forty (40) hours in a work week shall be compensated in cash or compensatory time off at a rate of time and one-half.
- B. Work schedules may be changed to reflect hours longer than eight (8) within a day without overtime premium being required, i.e., four ten hour days.
- C. Classifications which require flexible scheduling to meet job needs will be appropriately scheduled and any overtime compensation shall be computed on the 40 hour work week.
- D. In computing overtime earned, all paid leave shall be counted as time worked.
- E. Effective FY 2021/22 the accumulation of compensatory time shall not exceed eighty (80) hours without the prior approval of the City Manager. Any compensatory time in excess of eighty (80) shall be automatically paid.
- F. The use of compensatory time shall be scheduled through mutual agreement between the employee and management. Employees retain the right to cash payment for any compensatory time on the books, subject to budgetary restraints.
- G. **4-10 Work Schedule:** City departments that are on a 4/10 schedule will continue to be on a 4/10 schedule during the term of the agreement. The 4/10 schedule can be changed due to operational need with 30 days advance notice, so long as the union is provided notice and an opportunity to meet and confer.

ARTICLE 21. HOLIDAYS (SEE SIDE LETTER AGREEMENT NO. 2021-38)

~~A. Holidays Observed: Effective FY 2021/22 the Miscellaneous Unit members, employed by the City shall observe the following annual holidays during the term of the agreement (total of 110 hours):~~

- ~~Independence Day~~
- ~~Labor Day~~
- ~~Veteran's Day~~
- ~~Thanksgiving Day~~
- ~~Christmas Eve~~
- ~~Christmas Day~~
- ~~New Year's Eve _____~~
- ~~New Year's Day _____~~
- ~~Martin Luther King Jr. Day _____~~
- ~~President's Day _____~~
- ~~Memorial Day _____~~

~~Every day designated by Congress or the City Council as a special holiday in commemoration or in memoriam of an extraordinary occurrence.~~

B. **Friday, Saturday and Sunday Holidays:** Whenever a holiday falls on a Friday or Saturday, the prior Thursday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

- C. **Holiday Falls on Day Off:** Whenever an observed City holiday falls on an employee's regular day off, the employee shall be credited with ten hours holiday pay or provided with another day off of his/her choice in lieu of the holiday, subject to normal scheduling restraints.
- D. **Holidays Worked:** When an employee is requested by the employer, he/she shall work the above holidays and be compensated one day's pay plus time and one-half (1½) at his/her regular rate of pay for all time worked with a minimum of two (2) hours. At the option of the employee, he/she may take a day off in lieu of pay for working on the holiday.
- E. **Holidays not Taken:** Unused holidays cannot be carried over from one fiscal year to the next.
- F. **Winter Recess:** Christmas Eve (12/27/21; 12/26/22; 12/25/23), Christmas Day (12/28/21; 12/27/22; 12/26/23), New Year's Eve (12/29/21; 12/28/22; 12/27/23), and New Year's Day (12/30/21; 12/29/22; 1/1/24) shall be observed during the winter recess as follows:

FY 2021/22:
December 27th – December 30th

FY 2022/23:
December 26th – December 29th

FY 2023/24:
December 25th – January 1st

December 28, 2023 will be a Winter Recess (WR) day paid by the City and not considered a holiday. WR days granted will not entitle employees to additional days off in lieu of or holiday worked pay.

The City and Union understand that when more than four days are needed to bridge the winter recess the City will pay the additional days as (WR) pay and if less than four days are needed the employees will not be entitled to additional holidays.

- G. ~~**Changes in work schedule:** If the City decides to revert City offices to a five/eight work schedule, the City agrees to revert to 108 holiday hours at eight hours per day to include Friday after Thanksgiving, Cesar Chavez Day (March 31st), and Good Friday (4 hours only).~~

ARTICLE 22. STAND-BY

- A. **Stand-by Duty:** Any employee in the bargaining unit who is directed to remain available to return to work at any time during specific hours outside their normal working hours shall receive \$5.00 per each eight (8) hours on stand-by or fraction thereof. Such pay shall be in addition to any call-back compensation. To the extent feasible, the City agrees that stand-by shall be assigned on an equitable basis to all eligible employees.

- B. **Restricted Stand-by:** Employees placed on restricted stand-by, requiring the employee to be immediately available to return to work within 15 minutes, shall receive \$8.00 stand-by pay per each 8 hours on stand-by or fraction thereof.
- C. **Cancellation of Stand-by:** Should an employee notify his supervisor that due to an emergency, he can no longer remain on stand-by, the stand-by pay shall be pro-rated based on the number of hours the employee served on stand-by.
- D. **Care and Use of Pager:** An employee on stand-by may be issued a pager and will use it at all times when on such duty for immediate communication between his supervisor and himself. He will be fully responsible for its care and use.

ARTICLE 23. SICK LEAVE

- A. **Sick Leave Accrual:** Sick leave shall be earned at the rate of three point sixty-nine (3.69) hours per pay period of service. Unused sick leave may be accumulated up to one hundred and fifty (150) work days. The City reserves all rights necessary to assure that sick leave is used for bona fide illness or injury only.
- B. **Sick Leave Payoff:** The City shall provide fifty percent (50%) cash payment for all sick leave in excess of ninety (90) days upon termination without prejudice. Upon normal retirement or death, the City shall provide full cash payment for all sick leave accumulation in excess of seventy-five (75) days.
- C. **Early Sick Leave Conversion:**
 - 1. Each year during the month of January only, an employee may ask in writing for the conversion of sick leave to vacation leave according to the following schedule. It is the employee's responsibility to make this request.
 - 2. The City will automatically convert sick leave in excess of 1,200 hours to vacation leave in January of every year. In cases where employees are leaving the employment of the City, the conversion will be made at the time of separation.

If you have an accumulated sick leave balance of at least:	And in the last year you have earned at least this many sick leave days after deducting all sick leave days taken during the year:	Then you are eligible to convert all of the year's earned days over the amount in the column to the left, which could be up to:
--	--	---

20 days (160 hrs)	11 days (88 hrs)	1 day (8 hrs)
40 days (320 hrs)	10 days (80 hrs)	2 days (16 hrs)
60 days (480 hrs)	9 days (72 hrs)	3 days (24 hrs)

ARTICLE 24. BLOOD DONATION

Any employee desiring to contribute blood shall be entitled to be absent from work up to two (2) consecutive hours at the end of his shift without loss of pay. Prior departmental permission shall be required.

ARTICLE 25. MEDICAL, LIFE AND DENTAL INSURANCE

- A. **Health Program:** The City agrees to consult with the Union on any proposed changes in the insurance program prior to implementation, including selection of carrier, insurance contract renewal, changes in program specifications and complaints by employees relative to the quality of service being rendered by the insurance carrier. Such consultation may be initiated by the City or the Union.
- B. **Eligible Employees:** New regular employees shall become eligible for all health benefits (medical, dental, vision, prescription and life insurance) offered City employees on their date of hire.
- C. The City shall continue to pay the full employee premium for medical, dental, vision and life insurance.
- D. All Miscellaneous Unit employees hired on or after July 1, 2005, shall pay \$135 per month (\$67.50 semi-monthly) towards the dependent portion of all monthly benefit premiums for dependent insurance programs, when one or more of the employee's dependents are enrolled under the City's health insurance programs.
- E. Effective July 1, 2013 the City shall pay the cost of medical, dental and vision premiums for all Miscellaneous Unit employees with dependent coverage, regardless of hire date, up to a cap of \$1,600.00 per month. No in-lieu payments of contributions shall be made to any employee with dependent coverage who does not use the entire \$1,600.00 per month allowance.
- F. **Life Insurance:** The City shall provide life insurance for each bargaining unit employee equal to their annual base salary or Thirty Thousand Dollars (\$30,000), whichever is greater.
- G. Effective July 1, 2013 the City shall eliminate the City paid Long Term Disability Insurance for all unit members.
- H. **Premium Continuance:** Whenever an employee has been granted an approved leave of absence without pay, as a result of personal illness, injury or disability, that prohibits the employee from performing their assigned duties, the City agrees to continue the health insurance premiums **for the employee only**, for a period not to exceed three months. The City Manager may, at his discretion, extend the continuance of paid health premiums (employees only) for an additional three months for an employee who suffers a major disability. A major disability is defined as an illness or injury, such as heart disease or cancer, which requires a long-term rehabilitation period.

ARTICLE 26. CAFETERIA PLAN (SEE SIDE LETTER AGREEMENT NO. 2021-38)

~~Effective July 1, 2013 the City shall contribute \$165.00 per month per employee without dependent health coverage towards a cafeteria plan. Employees may utilize the cafeteria plan funds in any of the following ways:~~

- ~~1. Accept a cash payment by separate check twice per year (first pay period in December and June of each Fiscal Year). Employees receiving cash payment shall sign a group waiver statement verifying dependent(s) have alternate insurance coverage.~~

ARTICLE 27. RETIREMENT CONTRIBUTION

1. Effective December 29, 2012, all unit members currently not contributing toward retirement shall be required to pay 3% of their base pay towards retirement.
 2. All unit members currently paying 6.2% of their base pay towards retirement will continue to pay 6.2% until their five (5) years of service. Effective the beginning of the first pay period five (5) years after their hire date, unit members shall be required to pay 3% of their base pay towards retirement.
 3. Newly hired employees on or after January 1, 2013 shall be required to pay 6.2% or 50% of normal cost, whichever is greater, and be in compliance with the California Public Employee’s Pension Reform Act (PEPRA).
- A. The City’s Supplemental Retirement Program/Employee Pension Plan recognizes sixty (60) as the normal retirement age for active participants who are not safety employees, effective June 30, 2007.
- B. The City is currently evaluating potential retiree health benefits. If the City provides these benefits to another represented bargaining unit, they will also be provided to this unit. These additional benefits may include retiree spouse medical, a 5-year guarantee, and/or pop-up survivor benefit.

ARTICLE 28. VACATION

- A. **Annual Allotment:** All eligible employees in the bargaining unit shall receive the following paid vacation benefits:

Years of Service	Vacation Schedule	
1 – 5 years	96 hours	{12 days}
6 years	104 hours	{13 days}
7 years	112 hours	{14 days}
8 years	120 hours	{15 days}
9 years	128 hours	{16 days}
10 years	136 hours	{17 days}
11 years	144 hours	{18 days}
12 years	152 hours	{19 days}
13 years	160 hours	{20 days}
14 years	168 hours	{21 days}
15 years	176 hours	{22 days}
Over 15 years	176 hours	{22 days}

- B. **Vacation Scheduling:** Prior to March 1st of each year, scheduling of paid leave shall be in accordance with employee preference based on seniority within each operational division, provided City services would not be adversely affected.

Following March 1st of each year requests for paid leave shall be scheduled on a first request basis.

The times during a calendar year at which an employee may take his vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such

that an employee cannot take part or all of his annual vacation in a particular calendar year, such vacation either shall be taken during the following calendar year or paid for at the discretion of the appointing power.

Payment in lieu of vacation **may not exceed 80 hours per fiscal year** and must be approved by the City Manager.

- C. **Deferred Vacation:** Any eligible employee, with the consent of the head of his department, may defer twelve (12) working days of his/ her annual vacation to the succeeding calendar year, subject to the other provisions of this rule. A written report of each deferred vacation signed by the proper department head, noting the details, shall be kept on file with the personnel officer. Vacation accrual shall not be more than 200 hours (25 days) on January 1st of each year, unless an extension is granted by the City Manager. Should an employee's vacation balance exceed 200 hours on January 1st, the employee shall no longer accrue vacation until the employee's vacation balance drops below 200 hours.
- D. **Holiday(s) During Vacation:** In the event one or more municipal holidays fall within annual vacation leave, such holidays shall not be charged as vacation leave and the vacation leave shall be extended accordingly.
- E. **Terminated Employees:** Employees, that have completed their probationary period who terminate employment, shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination.
- F. **Vacation for Illness:** Accrued vacation time may be used for illness of family members that does not otherwise qualify for sick leave usage or for personal sick leave when sick leave has been exhausted.
- G. **Death of an Employee:** In the event of death of an employee during his employment, all earned unpaid vacation will be paid to his survivor(s) or estate.

ARTICLE 29. REST PERIOD

Out of each working day, employees shall be granted a fifteen (15) minute rest period for each 4-hour period worked.

Due to the conditions at certain work sites and the nature of the work environment, and to provide for the safety of the public, other employees, and/or the inmate population, the following classifications may not be able to take duty-free breaks or lunch periods and will be eligible for paid lunches:

Public Safety Communications Dispatcher I
Public Safety Communications Dispatcher II
Police Services Technicians
Correctional Officers
Correctional Sergeants

Classifications eligible for paid lunches recognize that lunches and breaks will only be taken when permitted and as directed by their supervisor in order to ensure the efficiency of the department.

ARTICLE 30. STATE DISABILITY PROGRAM

While off work for a personal injury (*not a Worker's Compensation Injury*), depending on eligibility and/or availability, an employee may elect to: apply for State Disability Insurance (SDI), use accrued leave, or integrate both SDI and accrued leave. The option selected will determine the amount of compensation received and who it is received from.

Percentage of Compensation for Each Option:

1. Receive SDI Only: Depending on eligibility, this option may only allow an employee to receive approximately 55% of his/ her base salary. The payments will be made directly to the employee from the Employment Development Department.
2. Receive Accrued Leave (Sick Leave, Vacation Leave, and/ or Compensatory Time) Only: Depending on eligibility, this option may allow the employee to receive 100% of his/ her base pay as long as he/ she has enough leave time accrued at the time his/ her leave begins to cover the amount of time he/ she will be off work.
3. Integrate SDI Payments and Accrued Leave: Depending on eligibility, this option may allow an employee to receive up to 100% of his/ her base salary (approximately 55% from SDI and the balance from his/ her accrued leave) as long as he/ she has enough leave time accrued at the time his/ her leave begins to cover 100% of his/ her base salary.

Under this option the City would issue a payroll check using his/ her accrued leave for up to 100% of your base salary (as long as he/ she has enough accrued leave). When he/ she receives his/ her check from the Employment Development Department he/ she will need to forward it to the City's Human Resources Department for processing, then a portion of his/ her accrued leave, which is equal to the amount of the SDI payment, will be restored to his/ her leave balance(s).

If an employee exhausts all of his/ her accrued leave before he/ she returns to work, and is eligible, he/ she may receive compensation for the remainder of his/ her time off work in accordance with Option 1. Receive SDI only, above.

Part-time employees are not covered under the S.D.I program.

ARTICLE 31. GRIEVANCE PROCEDURE

A. Purpose

1. To promote Employer-Employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations. An appeal of any disciplinary action, interpretation or alleged violation of the Personnel Ordinance shall be processed in accordance with Section 13. *Disciplinary Procedure, Sub-sections: 13.06 Pre-disciplinary Conference; 13.08 Right of Appeal; 13.14 Appeal to the Personnel Board; and 13.21 Appeal of the Personnel Board Findings*, of the City of Delano's Personnel Rules and Regulations and not through this procedure.
2. To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.

3. To provide that grievances shall be settled as near as possible to the point or origin and as promptly as possible.
4. To provide that grievances shall be conducted as informally as possible.

B. Definitions:

1. **Grievance** – a grievance is a formal allegation of violation, misapplication or misinterpretation of a specific provision of this Memorandum of Understanding which adversely affects the grievant. Grievances may be processed to advisory arbitration.
2. **Complaint** – A complaint is any decision affecting an employee's employment over which his appointing power has partial or complete jurisdiction and for which appeal is not provided by other regulations or otherwise by this Memorandum of Understanding unless specifically prohibited. Complaints shall be processed through the grievance procedure but may not proceed to advisory arbitration.
3. **Grievant** – A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant. In cases which involve stated Union rights guaranteed by a specific provision(s) of this Agreement, the Union may be a grievant, and the process shall begin at Level 2 within five (5) days of the occurrence giving rise to the grievance.
4. **Day** – day shall mean a day in which the City's main administrative office is open for business.

C. Process:

1. **Informal Resolution:** Within ten (10) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. A supervisor shall have five (5) days to give an answer to the employee.
2. **Formal Levels:**
 - a. **Level 1:** If a grievant is not satisfied with the resolution proposed at the informal level, he/she may, within ten (10) days of the receipt of such answer, file a formal written grievance with his/her supervisor on a form containing a statement describing the grievance, the section of this Memorandum of Understanding allegedly violated and the remedy requested. The supervisor (or designee) shall, within ten (10) days have a meeting with the grievant and give a written answer to the grievant on the form provided.
 - b. **Level 2:** If the grievant is not satisfied with the written answer from the supervisor, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Department Head. Within ten (10) days of receipt of the written appeal, the Department Head, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and thereafter give written answer.

- c. **Level 3:** If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the City Manager. Within fifteen (15) days of receipt of the written appeal, the City Manager or his/her designee shall investigate the grievance which may include a meeting with the concerned parties and thereafter give written answer.

D. General Provisions

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Proof of service shall be accomplished by registered mail.

ARTICLE 32. ADVISORY ARBITRATION

A. Eligibility:

Grievances which are not settled pursuant to the Grievance Procedure herein and which either party desires to contest further, may be submitted to this Advisory Arbitration procedure.

Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of the contract are arbitrable.

B. Appointment of Arbitrator:

1. As soon as possible and in any event not later than ten (10) working days after either party received written notice from the other of the desire to submit the issue to Arbitration, the parties shall meet and attempt to agree on the appointment of an arbitrator.
2. If no agreement is reached within ten (10) days, an arbitrator shall be selected from a list of five (5) persons submitted by the California State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot. The Arbitrator selected through the State Mediation and Conciliation Service shall serve as the Arbitrator.

C. Conduct of Hearing:

1. The Arbitrator shall preside at the hearing and shall conduct the proceedings in accordance with acceptable arbitration procedures and codes.

2. Either the Employer or the Union may call an employee as a witness, and the Employer agrees to release said witness from work at no loss of pay with adequate prior notification to the City.
- D. **Timeliness of Decision:** The decision of the Arbitrator shall be rendered within forty-five (45) days of the close of the hearing. Such decision shall be set forth in writing.
- E. **Effects of Decision:** The decision of the Arbitrator shall be binding on both parties unless the City Council overrules the decision of the Arbitrator within thirty (30) days from the date of the decision. In order for the City Council to overrule the decision, it is required that at least three (3) Council members must vote in favor of the motion to overrule. The Council's decision shall be final and binding.
- F. **Extension of Time Limits:** The parties may extend any of the time limits by mutual agreement.
- G. **Copies of Proceeding:** All parties to the proceedings shall receive a copy of all documents, rulings and decisions.
- H. **Fees and Expenses:** All fees and expenses of the hearing shall be shared equally by the City and the Union, providing that each party shall be responsible for the fees of their own counsel.
- I. **Single Grievance:** The Arbitrator may hear and determine only one grievance at a time without the express agreement of the Employer and the Union.
- J. **Limitation of Arbitrator's Authority:** The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement.

ARTICLE 33. DISCIPLINARY ACTIONS

For all disciplinary actions appealed to the City Manager, the City Manager's decision shall be final and conclusive except for terminations or suspensions of ten (10) days or more that are not settled pursuant to the grievance procedure herein (Article 31). Terminations and suspensions of ten (10) days or more may appeal to the Personnel Board as outlined in the City of Delano Rules and Regulations Section 13.15 through 13.21. Appeals to the Personnel Board must be received by the Personnel Officer no later than 12:00 noon on the tenth (10th) working day from the date of receipt of the City Manager's written decision. Appeals to the City's Personnel Board are governed by the City Rules and Regulations section 13.15 through 13.21 (see attachment)

ARTICLE 34. PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety and the general welfare of the residents of the City of Delano.

During the term of this Agreement, City agrees that it will not lock out employees and the Union agrees that it will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of the Memorandum of Understanding. Union will take whatever possible lawful steps necessary to prevent any interruption of work in violation of the Memorandum of Understanding, recognizing with the City that all matters of controversy within the scope of the Memorandum of Understanding shall be settled by established grievance procedure.

ARTICLE 35. MAINTENANCE OF BENEFITS

The parties agree that all benefits provided by ordinance or resolution which are in existence at the commencement of this Agreement shall not be changed for the duration of this Agreement, except by mutual agreement of the parties. Wage adjustments, as provided for within the City’s salary plan (step increase) shall continue for the duration of this Agreement.

ARTICLE 36. SAVINGS PROVISION

If any provision of this Memorandum of Understanding is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

CITY OF DELANO
DATED: June 21, 2021

DCEA, MISCELLANEOUS EMPLOYEE UNIT
DATED: June 21, 2021

Approved as to form:

Rachel H. Richman

Attest:

City Clerk