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# MEMORANDUM OF UNDERSTANDING

July 1, 2017 - June 30, 2020

Between the Chico Area Recreation and Park District and General Unit-  
Service Employees International Union

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

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

MEMORANDUM OF UNDERSTANDING (MOU)  
Between the Chico Area Recreation and Park District and General Unit-Service Employees  
International Union

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

**MEMORANDUM OF UNDERSTANDING**

Between the Chico Area Recreation and Park District and  
General Unit-Service Employees International Union,  
For the Period July 1, 2017 and June 30, 2020

GENERAL PROVISION

General Unit Service Employees International Union, (hereafter called General Unit) and the Chico Area Recreation and Park District (hereafter referred to as the District) have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the general unit represented by General Unit, have exchanged information, opinions and proposals, and have reached agreement on matters relating to the employment conditions and employer-employee relations of said employees.

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

A. Definitions

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

2. Exceptions

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

Board of Directors: As used herein, the term "Board of Directors" is defined as the elected governing board of the Chico Area Recreation and Park District.

General Manager: As used herein, the term "General Manager" is defined as the General Manager of the District.

General Unit: As used herein, the term "General Unit" is defined as either General Unit Service Employees International Union, or Officer thereof acting on behalf of General Unit Service Employees International Union, with regard to this memorandum.

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

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

Employee or Employees: As used herein, the term "employee" or "employees" shall mean, non-supervisory full-time employees of the District's Park Division who have successfully completed his, her or their probationary period are covered by this memorandum.

Workweek: Except as provided in Section 5.1. below, the term "workweek" is defined as any seven (7) day period established by the District in which Employees occupying full-time positions shall not exceed forty (40) work hours.

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

Overtime: As used herein, the term "Overtime" is defined as any time worked over forty (40) hours in a designated seven (7) day workweek.

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

Uniform: As used herein, the term "uniform" is defined as those items of work clothing consisting of a shirt and trousers that have been approved by the District, or substitute items as approved by the General Manager.

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

State Disability Insurance: As used herein, the term "State Disability Insurance" is defined as the Disability Insurance Payment the employee receives resulting when that Employee is injured off the job and is required by a qualified physician to take leave from normal duties. Dependents: As used herein the term "dependents" is defined as the Employee's spouse and all unmarried children under 19 years of age, or as accepted by the health coverage.

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

B. Regarding Federal or State Laws, and District Rules or Regulations, Policies, Budget, or Procedures:

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

## SECTION 1: GENERAL UNIT RECOGNITION

### 1.1 Organizational Security

The District recognizes General Unit as the exclusive employee organization for the purposes of collective bargaining, wages, hours, and conditions of employment, representing all Employees represented by General Unit.

### 1.2 Hiring

When an Employee is hired in any classification covered by this Memorandum of Understanding, the District shall notify that person that General Unit is the recognized bargaining representative for the Unit. In addition, the District will notify General Unit by email advising of the new hires starting date of employment, job title and work location. The District shall present the new employee with a copy of the current Memorandum of Understanding and advise the employee of the name and contact information of the current Park Unit Representative employed with the District. In addition, the District, as part of its orientation of new employees, shall allow the Union thirty (30) minutes to present information about the Union. If no orientation is conducted, then the Union will be allowed thirty (30) minutes during the new employee's workday to make such a presentation. The General Unit may provide to the new Employee a membership application which the new Employee will be advised to submit it to payroll within one week after said orientation.

### 1.3 Use of District Facilities

- a. General Unit shall be allowed use of assigned space on available bulletin boards for communications having to do with official General Unit business, upon approval of the General Manager.
- b. The District may make available conference rooms and other meeting areas specified by the District for the purpose of holding General Unit business meetings during off-duty hours. General Unit shall provide at least three (3) days advance notice



to the District of such scheduled meeting and General Unit agrees to be held responsible for security and cleanup of such meeting areas.

- c. Building facilities will be made available for General Unit sponsored CPR and First Aid training for Employees' dependents.

#### 1.4 Advance Notice

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

#### 1.5 Membership Dues Deductions

The District will provide for payroll deductions for membership dues, which would include a provision to add General Unit sponsored insurance premium payments to that deduction when requested by an Employee. General Unit shall provide the District with a written authorization on a form approved by the District, signed by an Employee authorizing the payroll deduction and setting forth the full amount to be deducted each month. The District shall forward to General Unit in a timely manner such payroll deductions withheld from Employees. The Employee shall immediately notify General Unit and the District of any cancellation or changes in the deduction authorization.

#### 1.6 Other Deductions

A deduction shall be made upon request and in the amount specified by an Employee for one of the following credit unions: (1) Golden 1 Credit Union; (2) Butte & University School Employees Credit Union; (3) Sierra Central Credit Union and (4) Federal Schools Employee Credit Union.

1.7 Hold Harmless

General Unit shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the provisions contained in this Section 1.

1.8 General Unit Service Employees International Union/Chico Area Recreation and Park District Communication

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

SECTION 2: NON-DISCRIMINATION

The District and General Unit agree that there shall be no discrimination of any kind because of age, race, creed, color, religion, national origin, sex, sexual orientation, genetic information, marital status, medical condition, mental or physical disability, pregnancy, military and veteran status, political or General Unit affiliation as provided in the District Employer-Employee Rules and Regulations.

SECTION 3:

3.1 ATTENDANCE AT MEETINGS BY EMPLOYEES

The Employee who is the official General Unit representative or his/her alternate shall be given reasonable time off with pay to attend meetings scheduled during working hours with the District's General Manager and/or Park superintendent or to be present at District hearings where matters within the scope of representation or grievances are being considered. The use of work time for this purpose shall be reasonable and shall not interfere with the performance of the District services as determined by the District. 3.2 Labor-Management Meetings

### 3.2 Labor-Management Meetings

As necessary, but not less frequently than quarterly, the District shall meet with General Unit to discuss matters of concern, if any, arising under the terms of this agreement.

## SECTION 4: SALARIES

### 4.1 Salary Schedule/Merit Steps

a. For the years set forth below, CARD shall increase Employees' wages as indicated:

a. 2017-2018 Salaries: Effective the first pay period of July 2017 salaries shall be increased by 3.5%.

b. 2018-2019 Salaries: Effective the first pay period of July 2018 salaries shall be increased by 3.5%.

c. 2019-2020 Salaries: Effective the first pay period of July 2019 salaries shall be increased by 3.5%.

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

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

From July 1, 2017 through June 30, 2020, once an employee has attained Step E of the salary range, provided he or she has received an overall evaluation of "satisfactory" for the preceding two years, he or she will be eligible for a step increase. Beginning July 1, 2020, all such "merit" steps shall be eliminated and an employee who has not attained Step F will be eligible for an

annual step increase only if he or she receives an overall evaluation of "satisfactory". There will be no additional Step increases once an employee attains Step F.

Reflecting the foregoing changes and including the agreed upon salary increases, the Salary Schedule for SEIU members for the fiscal years indicated is as follows:

July 1, 2017-June 30, 2018					Merit Steps				
Utility II	A	B	C	D	E	F	G	H	I
Hourly	\$ 22.46	\$ 23.58	\$ 24.76	\$ 26.00	\$ 27.30	\$ 28.67	\$ 30.10	\$ 31.60	\$ 33.18

					Merit Steps				
Utility I	A	B	C	D	E	F	G	H	I
Hourly	\$ 19.40	\$ 20.37	\$ 21.39	\$ 22.46	\$ 23.58	\$ 24.76	\$ 26.00	\$ 27.30	\$ 28.66

July 1, 2018-June 30, 2019					Merit Steps			
Utility II	A	B	C	D	E	F	G	H
Hourly	\$ 24.41	\$ 25.63	\$ 26.91	\$ 28.26	\$ 29.67	\$ 31.15	\$ 32.71	\$ 34.35

					Merit Steps			
Utility I	A	B	C	D	E	F	G	H
Hourly	\$ 21.08	\$ 22.14	\$ 23.24	\$ 24.41	\$ 25.63	\$ 26.91	\$ 28.25	\$ 29.67

July 1, 2019-June 30, 2020					Merit Steps		
Utility II	A	B	C	D	E	F	G
Hourly	\$ 26.53	\$ 27.85	\$ 29.24	\$ 30.71	\$ 32.24	\$ 33.85	\$ 35.55

					Merit Steps		
Utility I	A	B	C	D	E	F	G
Hourly	\$ 22.91	\$ 24.06	\$ 25.26	\$ 26.52	\$ 27.85	\$ 29.24	\$ 30.70

Beginning July 1, 2020: The hourly rates shall remain those in effect during the preceding fiscal year listed below, until changed by agreement between CARD and SEIU.

Utility II	A	B	C	D	E	F
Hourly	\$ 27.85	\$ 29.24	\$ 30.71	\$ 32.24	\$ 33.85	\$ 35.55

Utility I	A	B	C	D	E	F
Hourly	\$ 24.06	\$ 25.26	\$ 26.52	\$ 27.85	\$ 29.24	\$ 30.70

#### 4.2 Call Back Pay

Whenever an Employee has completed his/her regular shift and is called back to perform any duties, a minimum of two (2) hours will be credited to the Employee's workweek.

#### 4.3 Merit Pay

Merit Salary Adjustment: Once an Employee has attained Step five of his/her salary range for annual salary adjustments, a five-step merit salary adjustment may be available to deserving Employees if it is determined they have met one of the three options available to them as outlined on pages 13 & 14 of the Employee Handbook.

#### 4.4 Hazardous Duty Pay

Any Employee in a classification recognized pursuant to this Agreement who is required to perform tree-climbing, utilization of boom sprayer to apply herbicides/insecticides, ladder work or overhead bucket/crane operation greater than twelve (12) feet above the ground shall be entitled to a fifteen percent (15%) pay differential for increments of four (4) hour blocks during which such work is performed. The Employee must receive prior authorization from his/her Parks & Recreation Director or the General Manager prior to performing any work making the Employee eligible for differential pay under this section.

### SECTION 5: DAYS AND HOURS OF WORK

- 5.1 The District and General Unit agree that the nature of the District's operation requires that a change in schedule of Employees' hours and workweek may be directly related to seasonal activities that the District conducts. Therefore, it is understood during certain seasons of the year, the Employees may be required to accept a weekly schedule that may be different, depending on the season. However, the standard workweek for Employees will consist of a seven (7) day period not to exceed forty (40) hours. The seven- (7) day workweek shall begin Saturday at 12:00 a.m. and end Friday at 11:59 p.m. and may include working both Saturday and Sunday. When an Employee works his/her ten (10) days in a row as scheduled to cover normal weekend duties, the Employee will be granted four (4) hours of compensated time off ("CTO") for each ten (10) day period continuously worked. All

compensated time off must be scheduled at a time which does not unduly disrupt the operations of the District and approved by the General Manager or the Park superintendent. An Employee may accrue CTO during the fiscal year, but absent special circumstances, any accrued but unused CTO hours over 15 hours will be paid out to the Employee on June 30<sup>th</sup> of each calendar year.

#### SECTION 6: OVERTIME

- 6.1 The General Manager or his/her designated representative must authorize in advance of being worked all compensable overtime and call back pay. If prior authorization is not feasible because of emergency conditions, authorization must be obtained on the next regular working day following the date on which the overtime was worked.
- 6.2 Authorized overtime work shall apply to those Employees whose normal workweek is forty (40) hours during a seven-day period.
- a. Time worked in excess of forty (40) hours in any workweek shall be credited at one and one-half (1-1/2) hours-compensatory time for each hour or portion thereof or at one and one-half (1-1/2) hours overtime pay for each hour or portion thereof, at the Employee's election. In the event an Employee elects overtime pay in lieu of compensatory time off, the Employee must make the election in the same pay period in which the overtime is worked. Any Employee who accrues in excess of 240 hours compensatory time thereafter shall be paid overtime at one and one-half (1-1/2) hours for each hour.
- On a holiday observed by the District, an Employee shall be paid or receive compensatory time off for the actual time worked at time and one-half at the discretion of the Employee. However, each Employee shall determine at the beginning of each calendar year, in writing, whether or not the Employee wishes to receive pay or

compensatory time off for all worked holidays. The actual time worked on a holiday will apply to the 40- hour workweek.

## SECTION 7: LAYOFF AND RE-EMPLOYMENT

### 7.1 Layoff

The General Manager may lay off any Employee in the event a shortage of work or funds require a reduction in personnel. The General Manager shall, in a reduction of forces, lay off the last Employee hired within a given classification first and in rehiring, hire the last Employee laid off within a given classification first. All full-time employees shall be entitled to two weeks' notice prior to the effective layoff date. The District agrees to layoff seasonal part-time non-represented staff working for the parks department prior to the layoff of full-time park staff.

### 7.2 Re-employment

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

## SECTION 8: HOLIDAYS

- 8.1 The following days shall be holidays for all, full-time Employees represented in General Unit:

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

8.2 One (1) floating holiday to be taken each calendar year at request of the Employee and approval of General Manager. If a new Employee is hired January 1 through June 30, he or she will be entitled to 4 hours. If a new Employee is hired July 1 through December 31, he or she will be entitled to 8 hours.

8.3 When a designated holiday falls on Sunday, the following Monday will be observed. When a designated holiday falls on Saturday, the preceding Friday will be observed.

8.4 Employees must be in compensated status on their assigned work days preceding and subsequent to the holiday in order to receive pay for the holiday. The foregoing qualification is waived if the District excuses the absence before or after a designated holiday.

8.5 Employees shall receive six (6) leave days to be taken during the two-week period of the Christmas and New Year Holidays as granted in 1992. **This two-week period shall be in conjunction with the Chico Unified School District's Student Calendar.** These leave days are to be permanent, except that The District may buy back these leave days for a 3% salary increase to Employees.

#### SECTION 9: VACATION

9.1 Employees shall accrue vacation per the following schedule:

- a. One through three years of service - ten days / 3.077 hours per pay period
- b. Four through ten years of service - 15 days / 4.615 hours per pay period
- c. 11 years and over - 20 days / 6.154 hours per pay period

9.2 Vacation time off is allowed only after six months of employment.

9.3 An Employee may accrue vacation compensation up to a maximum amount equal to **two (2)** times the Employee's annual accrual rate. Any additional accumulation must have Board of Director's approval. If an Employee reaches the cap and later uses some of the accrued vacation, the Employee will once again begin to accrue. However, the Employee



will not receive any retroactive accrual for the period during which the Employee's vacation accrual had reached the cap.

- 9.4 Employees who are eligible to accrue 15 or more days of a vacation in a fiscal year will be allowed to receive a maximum of one week's pay in lieu of one week's vacation. Employees shall request for such a payout in writing to be submitted to and approved by the General Manager. The payout will occur on the next corresponding pay period.
- 9.5 All vacation time should be requested as far in advance as possible to cause the least amount of inconvenience to the District. Such requests must be approved by the General Manager. Employees who submit their schedule by the deadline date established by the General Manager will be granted vacations based on seniority in the General Unit when vacation request conflict with those of another Employee or Employee.
- 9.6 Employees, upon termination of service from the District, shall receive compensation for any unused portion of accrued vacation, at his/her current rate of pay.
- 9.7 **Personal Business Leave**  
During any fiscal year during the term of this Agreement, an Employee may take up to two (2) personal business days off, exclusive of any other leave. Such time is not accruable from one fiscal year to the next, nor can such time be redeemed for cash while employed or terminated. Terms and conditions for authorization and use are similar to those applicable to other leave as set forth in this Agreement and the Employee Handbook of Employer, which is incorporated herein by reference.

#### SECTION 10: SICK LEAVE

- 10.1 All Employees shall be entitled to 12 days, or 96 hours of sick leave each year (a "year" is measured from the Employee's date of hire to the same day and month of each year thereafter).

Sick leave accrual begins on the Employees' first day of work and there is no waiting period to utilize accrued

sick leave. Unused sick leave may be accumulated and carried forward into each ensuing fiscal year and become part of the current allowance.

10.2 Employees who are on sick leave may be required to present a verification of illness, or disability, by a physician after three (3) days.

10.3 It shall be incumbent upon all Employees to notify the District Office as soon as possible if they are unable to report for work as scheduled.

10.4 An Employee who is injured or who becomes ill while on vacation shall be paid sick leave in lieu of vacation. The request for use of sick hours must be approved by the Parks Superintendent or the General Manager.

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

10.6 Sick Leave Buy Back

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

## SECTION 11: QUALIFIED LEAVES OF ABSENCE

11.1 Family Medical Leave Act (FMLA)

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

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

1. Eligibility:

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

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

2. Compensation During Leave:

Leave under the FMLA is unpaid:

- a. If an Employee has paid leave accrued according to CARD policy, the Employee may be required to take his or her paid leave as part of his or her FMLA leave. The Employee may also elect to use paid leave available to him/her, but in order to do so must provide notice to CARD as required pursuant to CARD's policy regarding such

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

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

3. Group Health Plan Benefits:

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

4. Other Company Benefits:

- a. Company leave benefits (vacation, sick, personal, etc.) will not accrue during periods of unpaid FMLA leave;
- b. An Employee out on FMLA will not be eligible for holiday pay should a paid holiday occur during the leave.

- b. When an Employee is on paid FMLA leave (using vacation, sick, paid-time-off, etc.), however, the Company benefits will continue to accrue.

5. Intermittent or Reduced Leave:

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

6. Returning to Work:

- a. An Employee returning from FMLA leave may, at CARD's option: (1) return to the same position held when leave began; or (2) return to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment;

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

## 11.2 Pregnancy Disability Leave (PDL)

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

### 1. Leave Available:

- a. The maximum PDL is the number of days the Employee would normally work within four calendar months (one-third of a year equaling 17-1/3 weeks) if the leave is taken continuously following the date the leave begins. If the Employee's schedule varies from month to month, a monthly average of the hours worked over the four months prior to the beginning of the leave is used for calculating the Employee's normal work.

- b. The leave does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against the total amount entitled to you.
- c. As an alternative, CARD may transfer the Employee to a less strenuous or hazardous position if the Employee so requests, provided she has the written consent of her healthcare provider, if the transfer can be reasonably accommodated.
- d. Leave taken under the pregnancy disability leave policy runs concurrently with family and medical leave under federal law, but not family and medical leave under California law.

2. Notice and Certification Requirements:

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

3. Compensation During Leave:

- a. Pregnancy disability leaves are without pay, provided however that an Employee requesting such who has accrued sick or vacation leave may, at the Employee's option, elect to use such accrued leave during any such pregnancy disability leave.
- b. All such payments will be coordinated with any state disability, workers' compensation or other wage reimbursement benefits for which the Employee may be eligible. At no time, shall an Employee receive a greater total payment than the Employee's regular salary, less taxes.

4. Benefits During Leave:

- a. If the Employee taking pregnancy disability leave is currently being provided company paid group health insurance at the time the need arises, CARD will

maintain group health insurance coverage for the Employee under the same terms as applied prior to the need for leave arising and any Employee contribution to that coverage shall remain in effect. The coverage will continue in this manner until the Employee returns from leave or all state and federal medical leave and pregnancy disability leaves are exhausted. CARD may recover premiums it paid to maintain health coverage for an Employee who fails to return to work following pregnancy disability leave.

- b. Employees on pregnancy disability leave who do not receive continued paid coverage, or whose paid coverage ceases after four (4) months, may continue their group health insurance coverage through CARD in conjunction with federal COBRA guidelines by making monthly payments to CARD for the amount of the relevant premium. Employees should contact their CARD HR Representative for further information.

5. Other Company Benefits:

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

6. Reinstatement:

- a. Upon the submission of a medical certification that the Employee is able to return to work, the Employee will be offered the same position held at the time of leaving, unless the job no longer exists or the job has been filled in order to avoid undermining CARD's ability to operate safely and efficiently, or the Employee is



not capable of performing the job responsibilities upon return. If the Employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine the CARD's ability to operate safely or efficiently, or the Employee is not capable of performing the job responsibilities. If an Employee fails to return for work immediately after the period of the approved leave expires, the Employee will be considered to have voluntarily separated from the CARD's employ, unless CARD is subject to any applicable CalPERS disability retirement requirements. If an Employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental condition, CARD's obligations to that Employee shall be governed by any applicable provisions of the Americans with Disabilities Act.

### 11.3 Workers' Compensation Leave of Absence

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

#### 1. Notice and Certification Requirements:

- a. It is the Employee's responsibility to immediately notify CARD's office if a work-related injury, illness or occupational disease has occurred. Prompt reporting is the key to prompt benefits and is required by law. Employees will not be retaliated

against or discriminated against for reporting work-related injuries, illnesses, or accidents, or for filing safety related complaints.

- b. CARD will provide the Employee with the state mandated claim form which must be completed and returned by the Employee. Additionally, the Employee must provide CARD as soon as possible with a complete and detailed description of the incident causing the injury, in writing if the Employee is able to do so. A medical examination may be required where appropriate. The Employee may not return to work without a written release to do so from his or her physician setting forth conditions or limitations thereto.

2. Compensation During Leave:

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

3. Benefits During Leave:

- a. If the Employee taking workers' compensation disability leave is eligible under the federal or state family and medical leave laws, CARD will maintain group health insurance coverage, if such insurance was provided before the leave was taken and on the same terms, for a maximum of 12 weeks. In some instances, CARD may recover premiums if paid to maintain health coverage for an Employee who fails to return to work following workers' compensation disability leave. If ineligible under the federal and state family and medical leave laws, Employees on workers' compensation disability leave will receive continued coverage on the same basis as Employees taking other leaves.

- b. Employees on workers' compensation disability who do not receive continued paid coverage may continue their group health insurance coverage through CARD in conjunction with federal COBRA guidelines by making monthly payments to CARD for the amount of the relevant premium. Employees should contact their HR Representative for further information.

4. Other Company Benefits:

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

5. Reinstatement:

- a. Upon the submission of a medical certification that the Employee can return to work, the Employee will be offered the same position held at the time of leaving, unless the job no longer exists or the job has been filled to avoid undermining CARD's ability to operate safely or efficiently, or the Employee is not capable of performing the job responsibilities upon return. Employee separation by CARD will move forward subject to any applicable CalPERS disability retirement requirements.
- b. If the Employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine the CARD's ability to operate safely or efficiently, or the Employee is not capable of performing the job responsibilities.

- c. If an Employee returning from workers' compensation disability leave is unable to perform the essential functions of the job because of physical or mental condition, CARD's obligations to that Employee shall be governed by any applicable provisions of the Americans with Disabilities Act.

#### 11.4 Discretionary Leave of Absence

For good cause as CARD in its sole and absolute discretion may determine, CARD may grant additional leave if requested for personal reasons to Employees who are currently full-time and classified as a "permanent" Employee at the time of the requested leave. Each request will be considered on a case-by-case basis. Discretionary leave, if granted, shall not exceed an additional twelve (12) months of leave from the date that all other state and federal leave have been exhausted **OR** from the date granted by CARD, if in fact it is granted.

##### 1. Notice and Certification Requirements:

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

##### 2. Compensation During Leave:

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

##### 3. Benefits During Leave:

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

4. Other Company Benefits:

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

5. Reinstatement:

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

## 11.5 Military Leave

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

## 11.6 Absence Due to Required Attendance in Court

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

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

### 11.7 Bereavement Leave

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

### 11.8 Merit Pay Education Provision

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

## SECTION 12: HOSPITALIZATION, MEDICAL AND DENTAL CARE AND LIFE

- 12.1 Beginning July 1, 2017 of this agreement, the District shall provide to each Employee up to nine hundred and twenty-five dollars (\$925.00) to be applied towards District medical and dental

coverage. The Employee shall pay through payroll withholding the difference between the monthly premiums and more expensive coverage if the Employee chooses coverage costing in excess of the monthly allocated dollar amount provided by the District. The District will allow General Unit Members to utilize up to the allocated amount of \$925.00 to be used towards Employee and dependent coverage. Except for the HSA medical plan, if an Employee chooses a health plan whose total premium is less than the allocated monthly amount, the District will not pay the difference to the employee. If an Employee chooses the HSA plan, the District will contribute to the Employee's HSA account. The amount of contribution will not exceed the difference between the premium and the allocation; and in no event shall it exceed the annual contribution amount allowed by the IRS (2017 = \$3400, 2018 = \$3450). The District shall immediately notify the General Unit of any changes proposed for the plans available to Employee, including, but not limited to, changes in premiums, benefits, or carrier. In such event, the District and the General Unit shall meet and confer in good faith on the proposed changes in plans referred to in this section, including, if such a contingency develops, the effects on this Agreement.

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

#### 12.3 Life and Vision Insurance

The District will provide Life and Vision Insurance for Employee only coverage. Life Insurance will be provided in the face value of \$50,000.00 to each Employee.

#### 12.4 Health Insurance Cash Back Option

An Employee electing to forgo participation in the group medical insurance plan will receive the sum of \$500/month, or a like amount will be deposited into the Employee's IRC 457 plan. The



\$500 will be subject to all applicable state and federal taxes. In order to qualify for this option, an Employee must provide proof of valid medical coverage outside the District.

### SECTION 13: PROBATIONARY PERIOD

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

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

13.3 During the probationary period the General Manager without the right of review may reject an Employee at any time. An Employee rejected during the probationary period following a promotional appointment, shall be reinstated to the position from which he/she was promoted.

### SECTION 14: DISMISSAL, SUSPENSION, OR DEMOTION FOR CAUSE

Subject to applicable law and procedures and Section 17 below, the General Manager may dismiss, suspend, or demote any Employee for cause, including, but not limited to, the following:

- a. intentional misrepresentation and/or concealment of any fact in connection with obtaining employment;
- b. neglect of duty;
- c. violation of any lawful or reasonable safety regulation and/or order made and given by a supervisor;
- d. absence without official leave;
- e. being under the influence of alcohol and/or any drug during working hours;
- f. violation of any rule, regulation, and/or ordinance applicable to the Employee's performance;

- g. conviction of a felony or any crime-involving moral turpitude;
- h. disorderly or immoral conduct;
- i. incompetence and/or inefficiency;
- j. offensive treatment of the public or fellow Employees;
- k. negligence and/or willful damage to District property or waste of District supplies or equipment;
- l. misuse, misappropriation or theft of District property.

#### SECTION 15: MEAL PERIOD AND REST PERIODS

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

#### SECTION 16: UNIFORMS AND MILEAGE

16.1 Each Employee shall receive a uniform allowance of \$375.00 per MOU year (July 1 through the following June 30), as follows:

- a. Employees may purchase required uniform items from vendors outside the established list due to attrition or lack of inventory carried by established vendors.
- b. Employees will be held responsible for tracking their own purchases to ensure they do not exceed the \$375.00 annual allowance.
- c. Employees will be held responsible to turn in all receipts to the District Finance Office for accounting purposes.
- d. The District shall provide any protective clothing that may be required to safely perform the duties assigned.

#### 16.2 Mileage

Employees shall be compensated at the current Internal Revenue Service allowable

rate for use of private vehicles on District business.

## SECTION 17: GRIEVANCE PROCEDURE

### 17.1 Grievance Defined:

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

### 17.2 No Reprisal or Punitive Action:

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

### 17.3 Disciplinary Action Questioning:

When a supervisor of such Employee first contemplates disciplinary action against an Employee of the District, the Employee shall be advised of his/her right to representation prior to any investigative questioning of the employee. In the event that a General Unit representative for the Employee is not available in a reasonable amount of time, the Employee may ask for a co-worker to be present at the questioning.

### 17.4 Grievance Steps:

#### STEP 1 — INFORMAL MEETING WITH SUPERVISOR

1. An Employee who believes he/she has cause for grievance shall informally contact his/her immediate supervisor within five (5) working days of the occurrence or knowledge of the occurrence in an attempt to settle the matter. The grievant may request another person or his/her General Unit representative to be present at the informal meeting. The supervisor has five (5) working days to meet with the grievant from the time a meeting is requested. The supervisor has five (5) working

days to respond to the grievance after the informal meeting. Every effort should be made to find an acceptable solution by means of frank discussion between grievant and his/her immediate supervisor.

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

#### STEP II - FORMAL WRITTEN GRIEVANCE

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

#### STEP III - GENERAL MANAGER

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

## APPEALS COMMITTEE

1. Unless otherwise agreed, the Appeals Committee (hereinafter Committee) shall be formed in the following manner: The District Board of Directors shall select one (1) member and the Grievant shall select one (1) member. The two- (2) members so selected shall select a third member who shall serve as chairperson of the Committee. The Committee shall have the authority to hear and decide matters regarding appeals involving disciplinary actions and grievances.
2. Members of the Committee shall not be relatives, Board Members or anyone employed by the District. Members shall be unbiased, possess the knowledge and ability to understand labor related problems, and possess the integrity and impartiality necessary to protect the public interest, as well as, the interest of the District and the employees.
3. When an appeal is filed, the Committee shall conduct a hearing as herein provided. The Committee shall establish procedures governing the hearings. Following the hearing, the Committee shall make a decision that is final and binding on the parties.
4. A court reporter shall not be required for the Committee proceedings, but may be requested by the District or General Unit, or the Committee.
  - a. If the Committee requests the services of a court reporter, the costs shall be borne equally by the District and General Unit.
  - b. If the District requests the services of the court reporter, the costs shall be borne by the District.
  - c. If General Unit request the services of the court reporter, the costs shall be borne by General Unit.

## GENERAL

1. By mutual agreement of the parties or their representatives, time limits established in the grievance procedure may be extended by a specified period.

2. If an answer is not received within the time limits established in the grievance procedure, the Grievant may process the grievance to the next highest step of the grievance procedure.
3. The District shall furnish grievance forms that shall be used by the Employees when filing a grievance.
4. Any Employee shall have the right to present a grievance and may represent himself/herself or be represented by an individual of his/her choice in the formal steps of this procedure.
5. At all formal steps of the grievance procedure, the General Unit representative and/or witnesses shall be given reasonable time off without loss of pay.

#### SECTION 18: RETIREMENT

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

##### 18.1 "CLASSIC EMPLOYEES"

Shared Retirement Cost- Employer Paid Member Contributions (EPMC)/ under the California Public Employees' Pension Reform Act of 2012 (PEPRA)

- I. 2017-2018: Effective the first pay period after ratification, Classic PERS Employees will pay an additional **1.5%** for a total of **2.5%** of their then contribution. PEPRA members will pay 50% of the employer normal cost as defined in PEPRA.
- II. 2018-2019: Effective the first pay period of **July 2018**, Classic PERS Employees will pay an additional **1.5%** for a total **4%** of their then contribution. PEPRA members will pay 50% of the employer normal cost as defined in PEPRA.
- III. 2019-2020: Effective the first pay period of **July 2019**, Classic PERS Employees will pay an additional **1.5%** for a total **5.5%** of their then contribution. PEPRA members will pay 50% of the employer normal cost as defined in PEPRA.

## 18.2 "NEW EMPLOYEES"

18.2 (a) The defined benefit retirement formula for all "new employees", as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) is 2% @ age 62.

18.2 (b) PEPRA prohibits CARD from paying EPMC for "new members" as defined in PEPRA. In accordance with Government Code section 7522.30, and notwithstanding any other provision of this or any prior Memorandum of Understanding, each unit member who is a "new member" under CalPERS thus shall make employee contributions to CalPERS in an amount equal to 50 percent (50%) of the normal cost rate for his or her defined benefit plan, as determined annually by CalPERS. CARD will not pay any portion of this contribution on behalf of any such unit members.

## SECTION 19: SAFETY

19.1 The District shall create a Safety Committee within the Unit represented comprised of at least one Employee. Said committee shall meet on a regularly scheduled basis at least once every two months. Said committee shall discuss safety and health conditions and shall provide written suggestions to the General Manager regarding methods of safe operation and procedures and persist in identifying hazardous procedures and/or equipment.

19.2 General Unit agrees that Employees shall abide by adopted Rules and Regulations regarding the usage of safety equipment and utilization of safe working operations and procedures. Any Employee in violation of such safety rules and regulations shall be disciplined in accordance with the appropriate provisions designated by this Memorandum of Understanding.

19.3 The District recognizes its responsibility too and will provide safe working stations, equipment, and tools.

19.4 Workplace Drug and Alcohol Policy

Employees are subject to the District's Drug and Alcohol Policy, incorporated herein by

reference. Violation of such policy would make the violating Employee subject to discipline, up to, and including, termination, pursuant to the conditions outlined in this Agreement and the District's Employee Personnel Manual and Rules and Regulations.

#### SECTION 20: SEVERABILITY

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

#### SECTION 21: PEACEFUL PERFORMANCE

21.1 The parties to this MOU recognize and acknowledge that the services performed by Employees are essential to the health, safety and general welfare of the residents of the District.

21.2 The District agrees not to execute a "lock out" against any Employee during the term of this MOU.

21.3 General Unit agrees that under no circumstances will General Unit recommend, encourage, cause or permit Employees to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit down, stay-in, sick-out, refusal to work overtime, slow down or picketing (herein collectively referred to as work stoppage), in any office or department of the District, nor to curtail any work or restrict any production, or interfere with any operation of the District. In the event of any such work stoppage by an Employee, the District shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until the work stoppage has ceased.

21.4 In the event of any work stoppage during the term of this MOU, whether by General Unit or Employees, General Unit by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to



cease said conduct and resume work. Copies of such written notice shall be served upon the District. If, in the event of any work stoppage General Unit promptly and in good faith performs the obligations of this paragraph, and providing that General Unit has not otherwise authorized, permitted, or encouraged such work stoppage, General Unit shall not be liable for damages caused by the violations of this provision; however, the District shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity, herein prohibited, and the District shall also have the right to seek full legal redress including damages against the employee(s).

## SECTION 22: MISCELLANEOUS

- 22.1 Employees and their immediate families shall receive a 20% reduction in CARD program participation fees.
- 22.2 The District agrees to participate in a blood donor program for Employees. This program will allow for scheduling of donations on a group basis up to (4) four times per year. Donation of platelets may be authorized in specific cases where credit to the employee program occurs.
- 22.3 At least once during the term of this Agreement, either party may reopen it for the purpose of meeting and conferring on staffing loads in relation to growth and/or reduction in the District's buildings and landholdings which must be served by employees holding classifications recognized pursuant to this Agreement, temporary employees or through maintenance contracts with outside vendors.
- 22.4 The District shall make smart phones available for all Utility II Employees. Smart phones will be made available to Utility I Employees based upon need and worksite. Employees with smart phones are expected to follow the established "Technology Use Policy" as outlined in the employee manual.

### SECTION 23: PROPORTIONATE EQUITY

If any other employee group, represented or unrepresented, but excluding management employees, receives an increase in the total economic benefit package consisting of the (i) percentage increase in salaries and (ii) District payments for employees' medical and dental coverage paid to unit members of such group proportionately in excess of the actual amount of such economic benefit package Unit Members are to receive during the term hereof, Unit Members shall receive the same proportionate increase in the economic benefits package paid to them as the employee group receiving the proportionately higher economic benefits package during the term hereof.

### SECTION 24: FULL AGREEMENT

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

### SECTION 25: TERM OF MEMORANDUM

This Memorandum of Understanding is for the period of July 1, 2017 through June 30, 2020 and shall remain in force thereafter from year to year unless General Unit or the District files written notice sixty (60) days prior to **June 30, 2020** of their desire to amend, modify or terminate the Memorandum of Understanding.

REVISED: July  
28, 1983; August  
9, 1984; July 25,  
1985; July 10,  
1986; July 9,  
1987; July 27,  
1988; October 12,  
1989; November  
29, 1990; October  
24, 1991;  
December 4,  
1992; July 30,  
1993 July 1, 2008  
July 1, 2012 July  
1, 2014 July 1,  
2016

July 28, 1994  
October 12, 1995 July  
25, 1996 November  
13, 1997 September  
9, 1999 September  
14, 2000 October 15,  
2002 October 16,  
2003 September  
16, 2004 July 20,  
2006 October 19,  
2007 October 9,  
2017

**LOCAL 7024**



**KNOW YOUR RIGHT TO REPRESENTATION IN THE  
WORKPLACE  
ESTABLISHED BY WEINGARTEN**

An employee has the right to be represented by the union at an employer's investigatory interview if the employee reasonably believes that this interview will result in disciplinary action.

As a union member, you have this right. Remember:

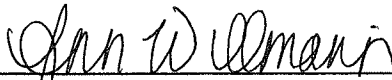
1. You must request the presence of your shop steward or union representative. The company is not under any obligation to make this request for you or remind you of this right.
2. In exercising this right, you must have a reasonable belief that some disciplinary action may result from this investigatory meeting. This right may be invoked at any time. For example, if you are in what appears to be a neutral environment at the beginning of the meeting and suddenly this environment changes to a point where you believe that there will be disciplinary action taken, you have the right to stop the meeting and demand that you be allowed to speak with your shop steward or union representative and have him/her at your side for the rest of the meeting.
3. You also have the right to know the subject matter of the meeting. This right can also be extended so that you may consult with your shop steward or union representative before the meeting and confer during the meeting in order to request further advice. The shop steward or union representative has the right to demand that he or she participate in this meeting.
4. You do not have the right to postpone the meeting with the intention of choosing a shop steward or union representative of your choice. You must utilize the shop steward or union representative available at the time of the meeting.

**Know and invoke your Weingarten Rights!**


In 1972, an employee that worked at a J. Weingarten store in Houston, Texas was interrogated by the company in response to an accusation of theft. This employee was denied the presence of her union representative although she requested it several times. As a result of the investigation, the employee was cleared of the accusation of theft. After this incident, her union representative filed an unfair labor practice charge against the company.

In *NLRB v. Weingarten, Inc.*, 420 U.S. 251 (1975), the United States Supreme Court decided in favor of the union. An important right emerged from this decision.

CHICO AREA RECREATION AND PARK DISTRICT (CARD)


  
Ann Willmann, General Manager

Date: 10/10/17


  
Jeff Carter, Legal Counsel

Date: 10 Oct 2017

LOCAL 1021 SERVICE EMPLOYEES INTERNATIONAL UNION

  
David Cavnar, Employee Representative

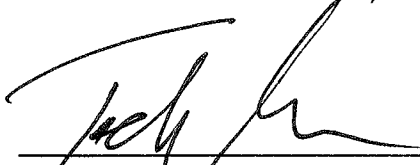
Date: 10/10/17

  
Luke Pyle, Chapter President  
Employee Representative

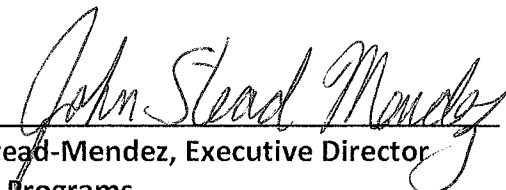
Date: 10/10/17

  
Chris Bolshazy, Field Representative

Date: 10/10/17

  
Timothy Gonzales, Field Director

Date: 10/10/17

  
John Stead-Mendez, Executive Director  
Field & Programs

Date: 10/19/17

