

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE  
CITY OF PATTERSON**



**AND THE  
PATTERSON MANAGEMENT and  
MID-MANAGEMENT EMPLOYEES ASSOCIATION**

**July 1, 2021 – June 30, 2022**

**Approved by City Council on December 7, 2021**

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**Exhibit B - Salary Schedule July 1, 2021**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PATTERSON  
AND  
THE PATTERSON MANAGEMENT and  
MID-MANAGEMENT EMPLOYEES ASSOCIATION**

**1. TERM OF AGREEMENT**

This Memorandum of Understanding (MOU) shall be in full force and effect for a one-year period commencing on July 1, 2021, and ending at midnight on June 30, 2022.

**2. RECOGNITION**

The City of Patterson (hereinafter "the City") recognizes the Patterson Management and Mid-Management Employees Association (hereinafter "Association") as the exclusive representative for labor relations purposes for all regular and probationary employees in the bargaining unit.

**3. BARGAINING UNIT DEFINED**

The bargaining unit includes the classifications listed in Appendix B.

**4. MANAGEMENT RIGHTS**

The City retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all of the operations and services of the City; to determine the methods, means, and organizations by which such operations and services are to be conducted; to assign and transfer employees; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment or facilities. The City agrees in the exercise of the management functions to comply with the provisions of this Memorandum of Understanding.

**5. SCOPE OF AGREEMENT**

**A. Complete Agreement**

This agreement is the result of the negotiation over all mandatory subjects of bargaining within the Association's scope of representation, is complete and embodies the parties' entire agreement. This agreement supersedes and replaces any agreement or letters of understanding executed prior to its effective date.

B. Interim Bargaining

The parties agree that this section shall apply only to matters which are not covered in this contract.

The parties recognize that it may be necessary for the City to propose a change in an area within the scope of bargaining.

The parties shall undertake negotiations regarding the proposed change to the employees where the subject matter of the change is within the scope of representation pursuant to the MMBA.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this contract.

**6. EMPLOYER-EMPLOYEE RELATIONS**

A. Access to Personnel Files

Employees, or Association representatives with written permission from the employee, may inspect their individual personnel files upon request in writing to the City Manager or his/her designee at reasonable intervals during regular business hours of the City. Copies of personnel file contents will be provided without cost to the requesting party. Employees will be notified if a member of the public request's information from the employee's file.

B. Access to Work Sites

The Association representative may access City work sites, following notice to the City Manager or his/her designee, in order to observe working conditions, post materials on bulletin boards, or meet with employees regarding matters within the scope of representation. Such access shall not disrupt the operations of the City. The presence of the representative on a job site shall not be considered a disruption when the representative has given advance notice of his/her intent to be present.

C. Adding/Deleting Classifications

The City agrees to meet and confer with the Association prior to adding or deleting any job classification from the bargaining unit.

D. Contracting Out Work

The City agrees to meet and confer with the Association prior to contracting out any work normally performed by bargaining unit employees if such contracting out would displace a regular employee of the bargaining unit. The City further agrees that work performed by employees of the bargaining unit will not be performed by non-bargaining unit employees if such work would displace a regular employee of the bargaining unit.

E. Department Rules

The Association shall receive a copy of all department rules existing as of 7/1/2015. Pursuant to government Code Section 3500, no term or condition of employment will be changed in the future without meeting and conferring with the Association.

F. Association Representatives

Association representatives shall be allowed to meet with an employee(s) on City time to receive and/or investigate alleged grievances or complaints. Such meetings and investigations shall not disrupt the operations of the City. Investigations by the Association representatives shall not be considered a disruption if the Association representatives has notified his/her immediate supervisor of his/her intent to conduct the investigation. Association representatives shall be allowed, on City time, to represent an employee(s) before management at each step of the grievance procedure or when requested by an employee having a meeting with management which could lead to disciplinary action.

G. Negotiators

The bargaining unit is authorized to have three negotiators. The negotiators will be allowed a reasonable amount of paid time off for the purpose of meeting with the Association's professional representative to discuss negotiations and contract issues.

H. No Discrimination

The City will not discriminate or take adverse action against any represented employee because of membership in the Association, participation in lawful Association activity, or exercising the right to Association representation.

I. No Strike/No Lockout

The parties agree there will be no strikes and no lockouts during the term of the MOU.

J. Notice of New Hires

The City agrees to notify the Association of new hires to the bargaining unit, by name, within five days of hire.

K. Posting Association Information

The Association may post information at job site bulletin boards. A copy of posted information shall be forwarded to the City Manager or designee.

L. Representation Rights

Employees will be informed of their right to have an Association representative present prior to being questioned to obtain information which may be used to support a disciplinary action. This right to

representation includes an employee being questioned regarding a “reasonable suspicion” or “for cause” drug or alcohol test.

**M. Payroll Deduction**

The City shall deduct Association dues and other authorized deductions from members' paychecks using an appropriate authorization form and will forward said deductions to the Association within 10 days following each payday. The Association shall also receive a report showing dues paying members listed alphabetically including an itemization of the monies deducted.

The Association agrees to defend, indemnify, and hold harmless the City and its employees or agents, other than in cases of City negligence or misconduct, against claims of whatever nature arising out of said deductions or use of the deduction report.

**N. Provision of Information to the Association**

The City agrees to provide budget-related information to the Association without charge.

**O. Paid Time for Association Meetings**

Association members shall be allowed to attend Association meetings on paid time under the following conditions: The number of Association meetings cannot exceed six (6) in each year of the MOU. No Association member will be paid for more than one hour of attendance at each meeting. Not more than one meeting can be held in any one week. The Association shall notify the City of the date and time of each meeting. Attendance at Association meetings may be denied to individual Association members if the time off would unduly interrupt the operations of the City.

**P. New Employee Orientation and Employee Information**

1. In compliance with Government Code Sections 3555 et. Seq., the Association shall be allowed to participate in initial orientation for new employees under the conditions established in this section.
  - a. The City shall provide the Association with ten (10) days advance notice prior to any new employee orientation when practicable. The Association and employer jointly recognize that the City is a small employer, therefore, employee orientation frequently occurs with much less time than ten days between acceptance of an employment offer and new employee orientation. While the City will provide the advance notice required by this section, it is not required to do so if the notice period would delay orientation for a new employee.
  - b. The Association may elect to participate in new employee orientation and shall be allotted reasonable time, not to exceed

twenty (20) minutes to present information about the Association and Association membership.

- c. Association presentations or other participation in orientation shall be by a member of the Association's Board of Directors. If the Association sends a bargaining unit employee to the orientation rather than its own paid staff, this shall not be considered "representation", but rather an Association marketing function. However, the employee shall be granted paid release time to attend the orientation up to the 20-minute limitation.
  - d. Association participation in orientation relieves the City from providing any information regarding the Association to the new employee as the Association would fulfill that function exclusively during orientation.
  - e. If the Association is unable, or elects not, to participate in orientation, the City will provide new employees with a packet of information from the Association to new employees, including an Association application and documents relating to membership. All packet materials shall be provided by the Association.
2. The City shall provide information to the Association as defined in this section as required by law.
- a. The City shall, no more than 30 days following a new hire, provide the Association with the following information regarding the new employee: name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address.
  - b. The City shall provide a list of the above information about all bargaining unit employees every 120 days.
  - c. The City shall not be required to furnish any of the above information for any employee who makes a written request identifying specific items of information that the employee is electing not to share.
  - d. Per Government Code Section 6254.3, any information provided pursuant to this section shall not cause the information to become a public record.
  - e. Any information provided under this section shall be safeguarded by the Association and shall be used exclusively by the Association or their designated representative. No personal information regarding employees shall be shared by the Association or their

designated representative with any third-party vendors or affiliated organizations.

## **7. SALARY/COMPENSATION**

- A. Effective July 1, 2021, all Unit employees shall receive a 5% base pay salary increase as outlined in under B. Elimination of Performance Evaluation Base Incentive. The pay increase shall be processed the first full pay-period after the MOU is approved by Council.
- B. Merit Steps  
Pursuant to Personnel Policies Rules and Regulations, the City shall maintain a merit step compensation plan wherein each salary range consists of a minimum step, maximum step and three intervening steps. The increase from one step to the next step in each range shall be five percent (5%). Merit step increases shall not be automatic but shall be granted upon an overall satisfactory performance rating as reflected in an annual performance evaluation.
- C. Elimination of Performance Evaluation Based Incentive  
Effective July 1, 2021, the Performance Evaluation Based Incentive is eliminated. All Unit employees will receive a 5% base wage salary increase. All employees that have received a merit pay bonus subsequent to July 1, 2021, shall have the option of repaying the bonus and receiving the 5% salary increase effective the first full pay period after the MOU has been approved by Council or they can keep their merit pay bonus and have their 5% base wage salary increase delayed until 365 days after the applicable merit anniversary date.
- D. Out-of-Class Compensation  
Employees formally designated by the City Manager as performing the duties of a higher class due to vacation, illness, leave, vacancy, or when dictated by the needs of the City, for a period of more than eighty (80) regularly scheduled working hours, shall receive out-of-class pay equivalent to the minimum salary rate for that position such that the minimum adjustment would be at least five percent (5%) above the employee's current salary. Out-of-class status shall be retroactive to the first day and subject to no additional benefits.
- E. Overtime – Non-Exempt Employees  
An employee in a classification designated as “non-exempt” shall receive overtime pay at the rate of time and one-half of the employee's regular rate of pay for all hours worked in excess of forty (40) hours in the work week. Overtime shall be paid in accordance with the requirements of the Fair Labor Standards Act. However, at the employee's request and at the City's option, the employee may be granted compensatory time at the rate of time and one-half. Compensatory time off shall not exceed a total of sixty (60) hours without the written approval of the City Manager.



All hours worked shall be counted for the purpose of calculating overtime compensation.

An employee may be required to work more than eight (8) hours each day or more than forty (40) hours each week under the following conditions:

1. The department head shall first determine which employee(s) are qualified to perform the work.
2. The department head shall then offer the work to the qualified employee(s) in order of their seniority.
3. If an insufficient number of employees voluntarily accept the offer of work, the department head may require the employee(s) to work in inverse order of their seniority.

F. Salary on Promotion

Any employee receiving a promotion shall start on the first step of the salary range of the class which provides for a salary increase of at least five (5) percent, provided however, such salary shall not exceed the salary set forth in the top step of the new class. Any employee assigned the responsibility of supervision over other employees shall remain at a higher salary step than all subordinate employees whom they supervise.

G. Salary on Demotion

When an employee is voluntarily demoted, a mutually agreed upon pay step in the designated range shall be assigned. When an employee is demoted as a result of disciplinary action, the step shall be set by the appointing authority imposing the discipline.

H. Salary on Re-employment

Upon re-employment, an employee shall be assigned the same step in the salary range that had been attained prior to layoff. Benefit accruals shall be equal to the benefit level the employee attained prior to layoff, except as precluded by applicable law.

I. Education Incentives

The following incentives are available to employees within this bargaining unit. Those employees who are required through their job description to maintain a listed degree are not eligible for that incentive.

1. Associate's Degree from an accredited college or university: 1.5%
2. Bachelor's Degree from an accredited college or university: 3%
3. Master's Degree from an accredited college or university: 3%

The maximum incentive pay an employee can receive for the qualified degree is 3%.

J. Severance Provisions

The City Manager may provide represented employees with severance benefits not to exceed six (6) months' salary upon termination from employment due to a reduction in force.

K. Bilingual Pay

The City has established a bilingual pay program for employees in this bargaining unit as determined by the Department Head and City Manager. Under this program, employees who are fluent in both English and Spanish are eligible for a two percent (2%) incentive pay increase if the following conditions are met:

1. Employee during the course of his/her normal duties is asked to provide translation services to customers on a regular and consistent basis.
2. Employee has successfully passed the Spanish-English oral and written tests administered by Human Resources.
3. Department Head has determined that there is a need for translation services in his/her department and has authorized the employee to take the Spanish-English oral and written test to become eligible for Bilingual Pay.

The City shall reserve the right to conduct new written and oral tests for employees receiving bilingual pay at least once every three years to determine whether their bilingual skills remain adequate to fulfill the purposes of the program.

L. Longevity Pay

Longevity Pay is compensation in addition to the employee's regular base pay. The total longevity pay increase any employee can receive during their term of employment is twelve percent 12%.

Eligibility & Qualifications

1. An employee is eligible for a two percent (2%) longevity pay increase only if he/she has been with the City ten (10) consecutive years and maintains a satisfactory rating on their annual performance appraisals.
2. An employee is eligible for an additional five percent (5%) longevity pay increase only if he/she has been with the City fifteen (15) consecutive years and maintains a satisfactory rating on their annual performance appraisals.
3. After 20 years an employee is eligible for an additional five percent (5%) longevity pay increase only if he/she has been with the city twenty (20) consecutive years and maintains a satisfactory rating on their annual performance appraisals.



California Area premium rate,  
by category.

- Subscriber Plus One- Up to 100% of the Northern California Area premium rate, by category.
- Subscriber Plus Two or more- Up to 100% of the Northern California Area premium rate, by category.

For the term of this agreement, the City contribution to the Cafeteria Plan shall be adjusted annually for the January 1 premium payment. In the event of a rate increase, the City contribution shall be increased by a dollar amount equal to 100% of the increased premium for the Northern California Area Kaiser premium, by category. In the event that an employee subscribes to a plan with a lower monthly premium than that of the above-mentioned Northern California Area Kaiser plan, the City will pay 80% of the Northern California Area Kaiser premium, by category, toward the premium for that employee's choice of plan.

## 2. New Hire Active Standard Benefit Only-

- Subscriber Only - Up to 80% of the Northern California Area Kaiser premium, by category.
- Subscriber Plus One- Up to 80% of the Northern California Area Kaiser premium, by category.
- Subscriber Plus Two or more- Up to 80% of the Northern California Area Kaiser premium, by category.

For the term of this agreement, the City contribution to the Cafeteria Plan shall be adjusted annually for the January 1 premium payment. In the event of a rate increase, the City contribution shall be increased by a dollar amount equal to 80% of the increased premium for the Northern California Area Kaiser premium, by category. In the event that an employee subscribes to a plan with a lower premium than that of the above-mentioned Northern California Area Kaiser plan, the city will pay 80% of the Northern California Area Kaiser premium, by category, toward the premium for that employee's choice of plan.

## 3. Employees who are covered by an alternate health insurance provider through spousal coverage acceptable to the City shall have the choice to opt out of the City's health insurance. Upon proof of alternate health

insurance, the City agrees to pay to the employee fifty percent (80%) of the premium cost for the Kaiser “employee only” rate. The employee may elect to use these funds to participate in the City’s deferred compensation account.

C. Medical

1. City Medical Contributions

For qualifying regular full-time employees enrolled in a CalPERS PEMHCA medical plan, the City is obligated to pay the minimum employer contribution to qualifying employees pursuant to PERS resolution and Government Code section 22892. The City contribution required under Section 8, Subsection A above, shall be designated for purposes of determining the minimum employer contribution with respect to retiree medical provided pursuant to PEMHCA.

2. Employee Medical Contributions

The employee shall pay any difference between the City’s contribution to the Cafeteria Plan, if applicable, and the actual premium of the medical insurance plan selected by the employee.

3. Alternative Insurance Options

The City reserves the right to implement an alternative health plan that provides equal or better benefits. “Equal or Better Benefits” is intended to mean the combination of the following: 1) as good or better access to health care professionals, 2) as good or better insurance coverage, 3) premiums that are equal to or lower than the CalPERS Health plans and 4) equal to or less out-of-pocket cost to the employee.

The City agrees to meet and confer with the Association prior to making any changes to the health plan. This section shall also apply to medical retiree benefits.

D. Dental Insurance

The City will provide Dental coverage of \$2,000.00 per person annually, with Orthodontia care, without premium cost to the employee. Preventative care costs shall be covered 100% by the City.

E. Vision Insurance

The City will provide vision insurance and pay the family composite premium for Vision Service Plan A, with a \$0 employee co-payment for eye examinations, and a \$20.00 employee co-payment for materials.

F. Optional Insurance Plans

The City shall offer at least two (2) optional insurance plans for employee participation. Optional insurance may include accident, disability, or other specialized insurance products. These optional elements shall be offered to employees within the Cafeteria Plan on a pre-tax basis.

G. Life Insurance

The City agrees to provide term life insurance for all represented personnel, in the amount of \$100,000.00, at no cost to the employee. Dependent life insurance up to a \$5,000 benefit will be provided with no premium cost to the employee.

H. Long Term Disability Plan

The City agrees to provide long-term disability insurance for all represented personnel equivalent to sixty-six and two-thirds (66 2/3's) of pre-tax monthly earnings, not to exceed the plan's maximum monthly benefit amount, less other income sources. Maximum monthly benefit is six thousand dollars (\$6,000.00). Benefit document shall be controlling and is available upon request from the Human Resources Department.

I. Employee Assistance Program

The City will continue to offer an EAP in conjunction with the City's self-insured Worker's Compensation Program. The City reserves the right to change carriers and program design. However, in no case shall the number of visits be less than five for each covered employee. Contact Human Resources Manager for information.

J. State Disability Insurance

SDI is now in force for bargaining unit employees. There is no charge to the employee for the administration of the monthly payroll deduction. The employee is entitled to supplement weekly SDI benefits with accumulated leave time up to the amount of his/her regular monthly salary. In order to do this, the employee must remit to the City the check from SDI. The employee may also choose not to supplement SDI with accumulated leave. An employee may lose benefits if he/she is in unpaid status for more than one (1) month.

K. Worker's Compensation

The City shall continue to cover employees under Worker's Compensation. Employees who receive Worker's Compensation benefits shall be entitled to supplement these benefits with accumulated leave time up to the amount of his/her regular monthly salary. In order to do this, the employee must remit to the City their Worker's Compensation check. An employee may also choose not to supplement Worker's compensation benefits with accumulated leave time.

L. Retiree Medical

The City shall establish a Section 115 compliant plan for the reimbursement of retiree medical expenses subject to the following:

1. Current Retirees

This section in no way affects the rights and benefits of those who have retired or will retire prior to January 1, 2016. These retirees will maintain a dollar benefit equivalent to the dollar value of the current

benefits established under the City of Patterson Resolution #2001-100, effective December 1, 2001.

For purposes of this section, the terms “current employee” and a “new hire” are defined as previously established in Section 8, subsection B, of this MOU.

2. Retirees (current employees) – Ages 55-65

Current employees, hired prior to January 1, 2016, who retire from the City with at least ten (10) years of service with the City, between the age 55 and 65, (or Medicare eligibility age, whichever is later), and enroll in the PERS medical insurance program, will be eligible to receive the City Retirement Benefit Stipend until they reach the age of 65 (or Medicare eligibility age, whichever is later), in accordance with the following schedule:

Years of Service	Percentage of Active Standard Benefit
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

For current employees who retire under this section, the Active Standard Benefit City contribution is as follows:

- Subscriber only- Up to 80% of the Northern California Area Kaiser premium, by category.
- Subscriber Plus One- Up to 80% of the Northern California Area Kaiser premium, by category.
- Subscriber Plus Two or more- Up to 80% of the Northern California Area Kaiser premium, by category.

For the term of this agreement, the City contribution to the Cafeteria Plan shall be adjusted annually for the January 1 premium payment. In the event of a rate increase, the City contribution shall be increased by a dollar amount equal to 80% of the increased premium for the Northern California Area Kaiser premium, by category.

3. Retirees over age 65 or upon Medicare eligibility (Current Employees)  
Current employees hired prior to January 1, 2016, irrespective of their years of service with the City, who retire at age 65 or older (or Medicare eligibility age, whichever is later), are eligible for a stipend of up to five hundred dollars (\$500.00) per month. This stipend shall not be less than the PEMHCA minimum and not greater than the premium for coverage elected on a reimbursement basis.

4. Service Retirement  
Current employees who retire between ages 50-55 and enroll in a CalPERS PEMHCA medical plan shall be entitled to only the minimum Employer contribution, pursuant to CalPERS PEMHCA resolution.

New hire employees (employees hired on or after January 1, 2016), shall be entitled to only the minimum employer contribution upon retirement, pursuant to CalPERS PEMHCA resolution.

5. Disability Retirement

Current employees who retire due to disability between ages 50-55 and enroll in a CalPERS PEMHCA medical plan may be entitled to the standard benefit subject to the vesting schedule above. Disability to be confirmed and uncontested by the City and determined on a case-by-case basis.

## **9. RETIREMENT**

It is the intent of the parties that these sections be interpreted in accord with PEPRRA 2013 and attendant CalPERS regulations.

### **A. Definitions:**

New Member Employees:

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who was a member with another California Public Retirement System prior to January 1, 2013, and is not eligible for reciprocity.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six (6) months.

Classic Member Employees:

- Employee members who do not meet the definition of "New Employee Members" as provided by Government Code section 7522.04(f).



- B. Classic Miscellaneous Members: Classic Miscellaneous Members shall be provided the 2.7% at 55 retirement formula.  
Employee Contribution - 2.7% at 55 Pension Plan: Effective upon CalPERS acceptance of contract amendments and as administratively feasible, employees shall contribute through payroll deduction, fifty percent (50%) of the normal employer cost for retirement benefit (rounded to nearest ¼ of 1%), up to a maximum of eight percent (8%) according to PEPRA, based on normal employer cost for PERS Retirement Formula 2.7% @ 55. Amounts shall be treated as Member Contributions and remain subject to portability and withdrawal.
- C. New Miscellaneous Member: New Miscellaneous Members shall be provided the 2% at 62 Pension Plan.  
  
Employee Contribution – 2% @ 62 Pension Plan: Employees, hired after January 1, 2013, currently contribute, through payroll deduction, fifty percent (50%) of the normal employer cost for retirement benefit (rounded to nearest ¼ of 1%).,
- D. Safety Members: Classic Safety Members and New Safety Members shall be provided the pension benefits provided in the MOU between the City and the Patterson Firefighters Association.
- E. The following pension benefits are provided to all employees:
1. Disability Retirement: Government Code Section 21298: Improved Non-Industrial Disability Allowance. There is no cost to the employee.
  2. Survivor Benefits: Government Code Sections 21380-21387: 1959 Survivor Benefits. The cost to the employee is two dollars (\$2.00) each month.
  3. Sick Leave Conversion at Retirement: Government Code Section 20965: Credit for Unused Sick Leave, whereby unused accumulated sick leave, at the time of retirement, is converted to additional service credit at the rate of 0.004 year of service for each day of unused accumulated sick leave. There is no cost to the employee.
  4. Final Compensation: For purposes of determining a retirement benefit, the final compensation for an employee member covered by Section 9A, shall mean the highest annual average pensionable compensation during thirty-six (36) consecutive months of service.

## **10. WORK HOURS**

### **A. Workday and Work Week**

Eight hours, exclusive of lunch periods, shall constitute a day's work for all full-time employees. It shall be the duty of each department head to arrange the work of the department so that each employee therein shall work not more than five (5) consecutive days in each calendar week, except that a department head, with approval of the City Manager, may assign an employee to temporarily perform service in excess of eight (8) hours per day or five (5) days per week when public necessity or convenience so requires. Department heads will not temporarily change an employee's regular work schedule to avoid payment of overtime.

### **B. Flex Time**

A flexible work schedule may be developed and implemented whereby designated employees may be allowed to work a total of eighty (80) hours within a two-week period regardless of the number of hours worked per day, subject to approval of the department head and City Manager or his/her designee. The flexible work schedule shall be maintained as long as the needs of the public and the City are explicitly met.

### **C. Lunch and Break Periods**

Because of varying work shifts, flex times, and job conditions, lunch and break periods are scheduled with the supervisor. Typically, a one (1) hour or one half (1/2) hour lunch break is provided. Two (2) break periods of fifteen (15) minutes each are also provided. Break periods cannot be accumulated; however, the City will respond to situations where employees are required to work through breaks and lunches.

## **11. HOLIDAYS AND LEAVES**

### **A. Holidays**

1. Designated Holidays: All City employees shall have the following holidays with pay and shall not be required to work on such holidays except as hereinafter provided.
  - a. January 1st (New Year's Day)
  - b. Martin Luther King Day
  - c. Presidents' Day
  - d. Last Monday in May (Memorial Day)
  - e. July 4th (Independence Day)
  - f. First Monday in September (Labor Day)
  - g. November 11th (Veteran's Day)
  - h. Fourth Thursday in November (Thanksgiving Day)
  - i. The day following (Thanksgiving Day)
  - j. December 24th (Christmas Eve)
  - k. December 25th (Christmas Day)
  - l. December 31st (New Year's Eve)

Whenever a holiday falls on a Sunday not scheduled as a regular workday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday not scheduled as a regular workday, the preceding Friday shall be observed as the holiday.

An employee must have been in paid status, or receiving SDI or Worker's Compensation, for the entire amount of regularly scheduled hours of the days immediately prior to and following a City holiday in order to receive holiday pay.

B. Vacation

1. Vacation accrual

Vacation benefits begin to accrue from date of hire and are accrued based on the number of months of full-time City service, computed to the nearest month, in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Days</u>	<u>Monthly Accrual in Hours</u>
Hire date thru 5 years	14.25 days	9.5
6 thru 8 years	17.25 days	11.5
9 thru 14 years	20.25 days	13.5
15 thru retirement	22.25 days	14.833

2. Maximum Accrual

Employees may accrue up to a maximum of 356 hours at any one time during the calendar year. When an employee has accumulated 356 hours, vacation accrual will stop until his/her balance falls below 356 hours. . It shall be the responsibility of the employee and the department head to ensure that employees utilize credited vacation leave within the limitations set forth herein. Employees may only accrue more than 356 hours of vacation if the employee and the manager have made a good faith effort to take/allow time to avoid reaching the accrual maximum.

Annual accrual for represented Fire Department employees on either the 56-hour schedule or non-shift schedule shall be the same as provided in the MOU between the City and the Patterson Firefighters Association.

3. Vacation Usage and Approval

The time during the calendar year at which an employee may take vacation shall be determined by the department head with due consideration given to the wishes of the employee and with particular regard for the needs of the City. Employees may not utilize vacation during the first six months of employment. An employee wishing to schedule a vacation in excess of ten working days must request approval of the City Manager or his/her designee at least ten (10) working days prior to the vacation time requested. The employee will receive a response within 5 working days of submittal. Vacation time,

or any requested leave time requiring any combination of vacation, administrative leave, comp time, or holiday time, which is in excess of ten consecutive working days, shall be granted based on the City's ability to provide adequate service coverage during the employee's absence. Employees may be approved for vacation requests in amounts less than one working day. Written requests for time off shall be answered in writing, with a stated reason for any vacation request which is denied. Requests for time off will not be unreasonably denied.

4. Holidays During Vacation

When one or more legal municipal holidays fall within a vacation leave, such day or days shall not be charged as vacation leave.

5. Vacation and CTO Cash Out on Termination

Any employee who terminates service with the City shall be entitled to cash payment for all accumulated vacation hours and compensating time off hours (CTO) up to a maximum of 398 hours. Such payment shall be based on the employee's hourly wage at the time of termination. The hourly wage shall be determined by multiplying the employee's monthly salary by 12 and dividing the result by 2080. Termination resulting from the death of an employee shall cause the vacation cash-out to be paid to the estate of the employee.

6. Employees have the option to elect cash in lieu for up to one year's annual vacation accrual up to a maximum of one hundred twenty (120) hours of accrued vacation leave twice every twelve (12) months in accordance with the following criteria:

- An employee must have maintained a minimum balance of one hundred sixty (160) hours of accrued vacation for the previous twelve (12) month period.
- An employee must have used at least forty (40) hours of vacation for actual time off from work in the previous twelve (12) month period.
- An irrevocable election form must be received by payroll no later than December 31<sup>st</sup> for the following calendar year.
- Vacation conversion shall not be unreasonably denied.
- Requests for November distribution will be paid out the last pay period of November.
- Requests for June distribution will be paid out the last pay period of June.
- In no event will a cash distribution exceed the number of hours the employee has actually accrued for the period of time between January 1 and the distribution date.
- All distributions shall be made by separate payroll document whether traditional paper check or electronic direct deposit.

- On an emergency basis employees may request a cash out of vacation on an alternative date, subject to approval of the City Manager, so long as vacation cash out does not exceed twice per fiscal year.
- A safety net of 40 hours minimum balance must be remaining after cash out.

C. Administrative Leave

Represented employees shall be granted 80 hours of paid administrative leave per year. Administrative leave shall be used under the same provisions as vacation. Administrative leave shall be credited to each employee on July 1 of each year. Any unused administrative leave remaining on June 30 shall be paid to the employee at the employee's regular rate of pay. Upon termination, any unused administrative leave shall be paid on a pro-rated basis.

New hires to this bargaining group will be credited with pro-rated hours based on hire date, for first year of membership.

**12. SICK LEAVE, BEREAVEMENT LEAVE, FAMILY LEAVE**

A. Sick Leave

1. Sick Leave Defined

For the purpose of this provision, family member shall be restricted to the employee member's parent, sibling, spouse, domestic partner, child, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepparents, stepchildren, or stepsibling, where there is a child rearing relationship.

Sick leave shall be allowed and used for any of the following purposes:

- a. Diagnosis, care, or treatment of an existing health condition of the employee or his/her family member.
- b. Preventive care for the employee or his/her family member.
- c. Other purposes authorized by Labor Code Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking).

Sick Leave may be used as needed and approved to the point of depletion at which time the employee will no longer receive pay for sick leave. If the employee's sick leave is depleted, vacation and comp time shall be allowed upon request of the employee in writing. Sick leave will not be granted for illness, injury, medical condition, or other health related reason during any leave of absence other than sick leave, with one exception: an illness or injury occurring while on vacation leave may be covered by sick leave when such illness or injury causes the employee to be hospitalized, or when a physician has certified the employee's physical disability or illness.

2. Accrual/Eligibility

A regular or probationary employee shall accrue sick leave at the rate of 8 hours per month, following completion of one month of service with the City, provided that the employee was in pay status for not less than 50 percent of the month. Employees who were in pay status for less than 50 percent of the month shall accrue sick leave at a rate of one (1) hour for every thirty (30) hours worked. There is no maximum accrual amount for sick leave. In order to receive compensation while absent on sick leave the employee shall notify his/her supervisor at the beginning of the workday he/she is absent, or as soon as reasonably possible. The employee may be required by the department head at the time he/she calls in to use sick leave, or as soon as reasonably possible, to provide a physician's certificate of illness, injury, medical condition, or other health-related reason specified in subsections "a" and "b" above. Department heads shall only require a physician's certificate if abuse of sick leave is reasonably suspected.

However, when an employee is absent due to illness or injury for three (3) consecutive workdays or longer, a physician's certificate or a personal affidavit may be required by the department head or Human Resources.

3. Accumulated Sick Leave on Retirement

Accumulated sick leave may be used for the purpose of computing an employee's PERS retirement. At retirement, unused accumulated sick leave is converted to additional service credit at the rate specified by the prevailing PERS contract. There is no cost to the employee.

B. Bereavement Leave

Up to five days bereavement leave may be granted to a regular employee by his/her department head in the event of a death in the employee's family. For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, close relative residing in the household of the employee, grandparent, grandchildren, stepparents, stepchildren, or stepsibling, where there is a child rearing relationship. Requests for bereavement leave in excess of three days shall be subject to approval of the City Manager and will be charged to accumulated leave for the number of days in excess of the first three days.

C. Family Leave

Each regular full-time employee having completed a minimum of one year of continuous employment with the City may request a family care "leave of absence" as provided for in the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

Family is defined as an employee's child (biological, adopted, foster, stepchild or legal ward under the age of eighteen), legal spouse as defined in Civil Code section 4100, or parent.

A serious health condition is defined as an illness, injury, impairment or physical or mental condition of the employee or his/her family member, which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either one of the following:

1. In-patient care in a hospital, hospice, or residential care facility; or
2. Continuing treatment or continuing supervision by a health care provider.

The request may be granted but will not exceed twelve (12) work weeks in a twelve (12) month period. The twelve-month period will commence on the first day the leave begins. The leave will be an unpaid leave. Medical benefits, dental benefits, life insurance benefits and retirement benefits will continue. Other benefits, such as vacation time, sick leave time, etc. will not accrue during the period of leave.

It is the policy of the City to treat absence from work for reasons of pregnancy, adoption, or serious health condition of a child, spouse, or parent, as any other disability. A doctor's letter should be provided to the City Manager or his/her designee as soon as the request for the leave is made. A family leave of up to ninety (90) days duration shall be granted upon request of the employee. This period of leave is inclusive of any leave granted prior to, and immediately following, the birth of a child. During this period of leave, the employee may use any combination of available accrued types of leave, i.e., sick, vacation, compensatory time, etc., including a leave of absence without pay.

The City will pay the employee's monthly health insurance premiums during the ninety (90) day period, in the event the employee has not accrued sufficient paid leave time for the duration of the approved leave. Unless there is a medical reason that the employee cannot return to work at the end of the ninety (90) day period, as evidenced by a report from a medical doctor, the employee will be considered due back at the end of that time. All requests for an extension of the ninety (90) day period of leave for non-medical purposes will be evaluated on a case-by-case basis by the City Manager.

#### D. Family Medical Leave Act

In addition to that required by the FMLA, the City will:

1. Begin the one (1) year eligibility for twelve (12) week leave with the first day for which the employee is granted leave.
2. Utilization of paid or unpaid time during the leave shall be the choice of the employee, with the exception that employees shall be required to first use all sick leave accrued that is in excess of eighty (80) hours.

3. Seniority for all purposes will continue during the FMLA leave, up to a maximum of forty-five (45) days for unpaid leave. The maximum shall be sixty (60) days if the leave is taken in combination with paid time.
4. In addition to immediate family, grandparents, grandchildren, and parents-in-law, are covered as reasons for requesting FMLA leave.

### **13. LEAVES**

#### **A. Leave of Absence Without Pay**

Leave of absence without pay may be granted by the City Manager or his/her designee upon recommendation of the department head. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request. All requests shall be evaluated on the basis of personal need, duration, and work requirements. Any leave of absence without pay lasting more than fourteen (14) calendar days shall preclude an employee from accruing leave time and other benefits after day fourteen (14), except as outlined in the Family Leave policy.

#### **B. Military Leave**

Military leave shall be granted in accordance with the provisions of state and federal law. All employees applying for military leave shall give the department head, within the limits of military regulations, an opportunity to determine when such leave shall be taken. Employees may use compensatory time and vacation time for battle assemblies.

#### **C. Jury Duty Leave**

Regular and probationary employees who are summoned to serve on jury duty or are subpoenaed as a witness in any court in this State or the United States, or any administrative board or tribunals, shall be entitled to a leave of absence with pay while serving provided the fees, except mileage or substance, are remitted to the City. Employees must return to work if not required to attend jury duty on a particular day.

#### **D. Catastrophic Leave Bank**

The City agrees to establish a Catastrophic Leave Bank (CLB) to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The (CLB) will allow the bargaining unit employees to donate time to affected employees within and outside the unit, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition. This donated time will be placed in a CLB and drawn down from the CLB by the eligible employee.

#### **Eligibility**

To be eligible for this benefit, the receiving employee must: 1) Be a regular full-time employee, 2) Have sustained or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, 3) Have



exhausted all accumulated paid leave, including vacation, sick leave, and/or compensatory time off, 4) Be unable to return to work for at least 30 days or in the case of the condition affecting the immediate family member, that member must be in need of prolonged and significant personal care; and 5) Conformed with the requirements of the Family Medical Leave Act and/or Worker's Compensation.

### Benefits

Accrued sick, vacation and compensatory time off hours donated by employees will be converted to sick leave and credited to the CLB as sick leave time on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue. The total leave credits received by an employee will not normally exceed 6 weeks. However, if approved by the Department head and the Human Resources Director the total leave credits may be extended on a case-by-case basis, subject to review by the City Manager or designee.

### Guidelines for Donating Leave Credits to The Time Bank

1. Accrued sick leave, vacation leave, and compensatory time off may be donated by any regular full-time employee who has completed his/her initial City probationary period.
2. Time donated will be converted from vacation or compensatory time to sick leave hours and credited to the CLB sick leave time on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
3. The total amount of time donated to the CLB shall not exceed forty (40) hours by an employee in a Fiscal Year. The total leave credits received by the employee shall not exceed 6 weeks or 240 hours; however, the City Manager may approve an extension up to 12 weeks or 480 hours total time.
4. An employee cannot donate leave hours that would reduce his/her sick or vacation balance to less than 120 hours each.
5. Under all circumstances, time donations received for the employee are forfeited once made by the employee making the donation.
6. Taxability of leave donated or received under this program will be governed by Internal Revenue Service Guidelines.
7. For the purpose of the Section, "Immediate family member" as referenced under Bereavement Leave shall be defined as provided for in Section 12 B, Bereavement Leave.
8. Under extenuating and extraordinary circumstances and upon recommendation of the City Manager exceptions may be granted on a case-by-case basis. Such exceptions shall not establish practice or precedence.

## **14. FILLING VACANCIES**

### **A. Job Announcements**

All job announcements, job vacancies and recruitments shall be posted on a bulletin board and shall specify at least the major job responsibilities and desirable qualifications, and the selection process options of the City. Job announcements shall be posted on appropriate bulletin boards in City facilities at least ten (10) working days prior to the final filing date, which date shall be printed on the job announcement. Recruitment methods shall be utilized as necessary to ensure that segments of the labor market available to the City are utilized.

### **B. Examinations**

The selection of techniques used in the examination process shall be impartial and of a practical nature and shall relate to those subjects which are related to the duties and responsibilities of the position.

The examination may consist of evaluation of personality and background through written tests, oral interviews, performance tests, medical examinations and other job-related tests, or a combination thereof. The methodology of examination shall be included in the job announcement. Examinations may be open or promotional at the discretion of the Director of Human Resources, who shall consider the recommendation of the department head.

Employees may take part in the examination process on City time.

### **C. Notification of Results and Appeal Rights**

Employees who are not selected shall have five working days to appeal the non-selection to the City Manager. The City agrees to make no appointment from the eligible list until the City Manager has made a decision on the appeal.

The City will take reasonable steps for notification of applicants, including mailing such notice to the last known address.

Each candidate in an examination shall be given notice of the results within a reasonable amount of time.

### **D. Eligibility List**

Following the examinations, an eligibility list shall be established to determine the names of applicants who have achieved minimum rank. Such applicants shall be deemed as qualified for appointments pending further review by the appointing authority and other qualifying procedures, including reference checks, medical examinations, and background investigations. Eligibility lists shall be valid and in effect for a period of six (6) months up to a maximum of one (1) year, at the discretion of the City

Manager or his/her designee. Eligibility lists shall be certified by the Director of Human Resources.

If a department head does not feel an appointment from the list would be in the best interest of the City, the department head may request the abolishment of the list and establishment of a new list. Eligibility lists may be merged in a continuous or separate recruitment. Names may be dropped from the list if unable to be located, if a request is made by the person on the list to be dropped, or, in the case of a promotional list, if the employee resigns from City employment.

E. Re-Employment

With the approval of the appointing authority and the City Manager or his/her designee, a regular or probationary employee who has completed at least six months of probationary service, and who has resigned with a good record and in good standing, may be reinstated to the former position, if vacant, or to a vacant position in the same or a comparable class within one year from the date of resignation.

No credit for former employment shall be granted in computing salary, vacation, sick leave, or other benefits, including seniority, without the specific recommendation of the appointing authority and the approval of the City Manager or his/her designee. Retirement benefits shall be subject to applicable PERS regulations.

F. Transfers

1. Employee Requested Transfers

New employees who have completed their probationary status in their current position may apply for a transfer. All other employees who have worked a minimum of six (6) months in their current position may apply for a transfer. A request may be submitted only when a vacancy exists. Vacancies shall be posted as a "Job Announcement" and shall state that transfer requests will be accepted, along with written filing deadlines. There is a ten (10) working day minimum posting requirement. The employee's request for transfer will be considered on the basis of the employee's qualifications for the vacant position, the employee's best interest, and the best interest of the City.

2. Employer Initiated Transfers

The City reserves the right to transfer employees from one position to another, one division to another or one department to another if the transfer is necessary for the purpose of economy or efficiency. The City shall determine the employee chosen based on the employee's qualifications and fit for the new position, division, or department. In cases where employees have equal qualifications management will, with seniority playing a role, along with other factors determine the candidate for the transfer. The City agrees to meet with the Association prior to making a decision to initiate a transfer. The City further agrees

to notify the employee at least ten (10) calendar days in advance of the effective date of the transfer.

3. Conditions for Transfer

An employee who does not possess the minimum qualifications for an open position shall not be transferred to that position. A qualified employee may be transferred, provided the transfer has been approved by the employee's supervisor, the gaining supervisor and the City Manager or his/her designee.

**15. PERFORMANCE EVALUATIONS**

- A. The intent of the performance evaluation is to inform the employee of the rater's opinion of the job done by the employee. The evaluation shall be given to the employee on their anniversary date each year and shall not cover more than one year. The employee will be notified if he/she is to be evaluated for a shorter time period and in advance of when the shorter time period begins. The evaluation must be discussed with the employee by the rater. The rater shall consider any comments made by the employee and may change the evaluation as a result of such discussion. The employee shall be given the opportunity to sign the evaluation and shall have the right to submit a written rebuttal to the evaluation. It is understood that performance deficiencies will be addressed in a timely manner, with the intent of correcting said deficiencies.

**16. PROBATIONARY STATUS**

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing an employee's work for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the acceptable standards of work.

A. Original Appointments

Original appointments to a position within the classified service shall be subject to a probationary period of no less than one (1) year. The probationary period may be extended with the approval of the City Manager for a period not to exceed an additional six (6) months. Failure to notify an employee in writing within one (1) year of his/her initial hire date regarding the employee's permanent status or rejection/extension of probation will automatically result in the granting of permanent status.

B. Promotional Appointments

Promotional appointments shall be subject to a probationary period of six (6) months and may be extended by the department head for not more than three (3) months with the approval of the City Manager. Failure to notify an employee in writing, within six (6) months of appointment of

rejection/extension of probation will automatically result in the employee receiving permanent status in the new position.

C. Return Rights

Promoted employees have the right to return to their former position at any time during the first month following appointment to the position.

D. Probation Extension for Absences

In the event of illness or injury requiring absence from work, the number of days absent in excess of ten (10) days may be added to the length of the probationary period for both original and promotional probation.

E. Rejection of Probation

An employee may be rejected at any time during the probationary period by the City Manager without cause and without the right to appeal or to submit a grievance.

An employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which the employee was promoted or to a comparable position, at no less than the rate of pay received prior to the promotion, unless charges are filed, and he/she is discharged in the manner provided in Chapter 11 of the Personnel Policies.

## **17. GRIEVANCE PROCEDURE/DEFINITIONS**

A. Grievance

A grievance shall be a written notice filed in a timely manner by an employee on his/her own behalf, or by the Association on behalf of one or more employees, contending that the City has violated or misapplied a term or condition of employment as expressed in State law, Federal law, Memorandum of Understanding or expressed and/or written in the Personnel Rules and Regulations of the City.

B. Complaint

A complaint is defined as an employee allegation of a violation, which is not defined as a grievance or subject to the harassment procedure. Complaints shall be handled the same as grievances except that there is no appeal beyond the department level.

C. Representation

At each step of the grievance procedure, the employee(s) may be represented by a representative of his/her choosing.

D. Time Frames

The time frames established in the grievance procedure may be extended by mutual agreement of the employee and the City.

E. Notification

A grievance shall be submitted in writing and shall include at a minimum:

1. Nature of the grievance.
2. Date when the incident occurred.
3. Description of the incident.
4. Rule violated.

F. Steps in the Grievance Procedure

1. First Step-Informal Discussion

Employees are encouraged to discuss and resolve allegations of a grievance with their immediate supervisor within 10 working days of the occurrence causing the alleged grievance. The immediate supervisor shall inform the employee verbally of his/her decision within 5 working days of the initial discussion. If the employee is not satisfied with the verbal response of the immediate supervisor, he/she may proceed to the next step.

2. Second Step-Immediate Supervisor

If the grievance is not satisfactorily resolved in the first step, the grievance may be submitted in writing to the employee's immediate supervisor within five (5) working days of the immediate supervisor's response in the first step. If the grievant's immediate supervisor is the Department Head, the grievance shall be considered at the third step. An attempt shall be made to resolve the grievance between the employee and his/her designated representative, if any, and the immediate supervisor. The supervisor shall deliver a written answer within five (5) working days of submission of the written grievance.

3. Third Step-Department Head

If the grievance is not satisfactorily resolved in the second step, it may be submitted in writing to the employee's department head within five (5) working days after the immediate or intermediate supervisor's answer is received by the employee. The department head shall meet with the employee and his/her designated representative, if any, within ten (10) working days after submission of the grievance to the department head. The department head shall review the grievance and may affirm, reverse, or modify the disposition made at the second and/or third step. The department head's answer shall be delivered in writing to the employee within five (5) working days after the aforementioned meeting.

4. Fourth Step-City Manager

If the grievance is not satisfactorily resolved in the fourth step, the employee may appeal the decision of the department head to the City Manager. The appeal must be in writing and submitted within ten (10) working days of receiving the department head's decision. At the

option of the employee, the grievance may be submitted directly to the City Manager or to an impartial arbitrator who shall render an advisory opinion to the City Manager. The employee's written appeal shall specify which option is to be utilized.

a. Appeal to City Manager

Within ten (10) working days of submission of the grievance to the City Manager, the City Manager shall meet with the employee and his/her designated representative, if any, and other appropriate person(s) to assess the grievance. The City Manager may affirm, reverse, or modify the disposition of the grievance. The City Manager shall deliver a written decision to the employee within five (5) working days after the aforementioned meeting. This decision shall be final and binding on all parties.

b. Appeal to Impartial Arbitrator for Advisory Opinion. If an employee elects to use an impartial arbitrator, the arbitrator shall be selected jointly by the employee and his/her designated representative, if any, and the City. The arbitrator shall hold a hearing on the merits of the grievance and shall consider evidence from all parties concerned. The arbitrator shall submit a written advisory opinion to the City Manager.

Upon receipt of advisory opinion, the City Manager shall proceed as stated in "Appeal to City Manager" above, for a final and binding decision. The cost of the arbitrator shall be paid by the City.

## **18. DISCIPLINARY PROCEDURES**

A. Application

The appointing authority shall apply necessary and appropriate disciplinary action whenever an employee fails to meet the required standards of conduct or performance. Discipline is the enforcement of conformity to policies, rules, and regulations and other administrative or legal requirements or practices designed to maintain a standard of cooperation and conduct necessary to carry out the service mission of the City organization successfully. The disciplinary action, when taken, shall be documented in such a manner as to be defensible at review and/or upon filing of a grievance by the disciplined employee. The concept of progressive discipline shall govern the imposition of discipline.

B. Types of Disciplinary Action

Disciplinary actions include reprimands, suspensions, demotions, and dismissal as defined below:

1. Verbal Reprimands

In the event that the appointing authority determines that a deficiency in performance or conduct is not of sufficient magnitude to warrant a

more formal disciplinary action, an oral warning may be given to the employee, which should include examples of corrective actions which should be taken to improve performance or conduct in question. A confidential, written record shall be made of such conferences with a copy provided to the employee. This written record may not be used against an employee to determine the severity of future discipline if the employee has received no further verbal reprimands or written reprimands within three years of the initial verbal reprimand. An employee may request the City Manager to remove the written record from his/her personnel file after the written record has been in the file for one (1) year.

However, any disciplinary action item removed after one year will be maintained in a separate secured file and shall be considered as part of the disciplinary record for further incidents within three years of the date of the first incident.

2. Written Reprimands

An oral or written statement from the appointing authority to a subordinate of an action which meets any of the grounds for disciplinary action listed in these rules. After verbal consultation, an official notification in writing must be given by the appointing authority to the employee stating the cause(s) for dissatisfaction with his/her services and that further disciplinary measures may be taken if the cause is not corrected. Said written record may not be used against an employee to determine the severity of future discipline if no further written reprimands are received within three (3) years of the initial written reprimand. An employee may request the City Manager to remove the written reprimand from his/her personnel file after the written reprimand has been in the file for one (1) year. However, any disciplinary action item removed after one year will be maintained in a separate secured file and shall be considered as part of the disciplinary record for further incidents within three years of the date of the first incident.

3. Suspension

The temporary separation of the employee from City service without pay for disciplinary purposes and not to exceed thirty (30) calendar days in any one calendar year.

4. Demotion

A change in employment status resulting in a lower rate of pay. A demotion may involve movement from one salary step to a lower step or from a position in one class to a position in a lower paid class.

5. Dismissal

The discharge of an employee from City service for disciplinary purposes by the appointing authority.



C. Causes for Disciplinary Action

The causes for disciplinary action include, but are not limited to, the following:

1. Insubordination, which shall consist of violation of any official regulation or order or failure to obey any proper directions made and given by a supervisor in the course of employment.
2. Incompetency, inability, or failure to perform the duties required by the position, as well as willful neglect of official duty.
3. Carelessness in the discharge of assigned duties.
4. Substance abuse or consumption of alcoholic beverages during working hours or reporting to work in a state of intoxication.
5. Misconduct in office or employment.
6. Presentation or use of known false information in any manner to commit or attempt to commit fraud, or the falsification or unauthorized alteration of City documents or records.
7. Repeated tardiness, excessive absences, absence without leave, or the improper or unauthorized use of leave privileges or benefits.
8. Gambling for money or articles of value during the working day.
9. Careless, negligent, improper, and unauthorized use of City equipment, property, or funds for private or personal purposes.
10. Unauthorized discussion or release of confidential informational documents or records.
11. Violation of the Personnel Ordinance or rules and regulations or a promulgated department rule, regulation, or policy.
12. Unlawful use, sale, or possession of narcotics or habit-forming drugs, which impair job performance, except as prescribed by a licensed physician .
13. Refusal or failure to promptly or properly report an injury or disability arising from or in the course of employment.
14. Engaging in unauthorized or incompatible employment elsewhere, or engaging in political activities during working hours.
15. Dishonesty.

16. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
17. Immorality.
18. Discourteous treatment of the public or other employees.
19. Repeated violation of safety procedures.
20. Other failure of good behavior either during or outside of duty hours which is of such a nature as to cause discredit to the City.
21. Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment.

D. Disciplinary Procedures

When a permanent employee is to be suspended, demoted, or dismissed, a written notice of the proposed action is to be prepared by the appointing authority, reviewed by the City Manager or his/her designee, and then delivered to the employee in person or by certified mail, with a timely copy provided to the Association (including notice of positive drug or alcohol tests).

The written notice shall include:

1. The reasons for the proposed action.
2. The charges being considered.
3. The proposed disciplinary action to be taken.
4. A statement advising that before the proposed disciplinary action takes effect the employee may request, in writing, to meet with the department head to respond to the proposed disciplinary action. The employee shall have ten (10) working days from the date the proposed disciplinary action is received to request this meeting.
5. The employee shall be given a copy of all materials upon which the action is based. All charges filed against a permanent employee shall be documented in clear and concise language. The employee is entitled to be represented at any meeting concerned with potential disciplinary action when the employee's presence is required at said meeting.

E. Notification of Decision

Within ten (10) working days after the employee has had the opportunity to respond, the appointing authority shall notify the employee of any disciplinary action to be taken and the effective date.

F. Appeal of Decision

The employee may appeal the decision within ten (10) working days of receiving the notification of disciplinary action. The appeal may be made

directly to the City Manager, or an impartial arbitrator may be utilized to provide an advisory opinion to the City Manager. The appeal letter to the City Manager must specify whether the appeal is to be heard by the City Manager or the arbitrator.

Advisory arbitration is an option only if the intended discipline is a suspension of greater than forty (40) hours, a demotion, or a termination.

1. Advisory Arbitration

The impartial arbitrator shall be selected by the employee and/or designated representative and the City. The cost of the arbitrator, if any, shall be borne by the City. The arbitrator shall submit a written advisory opinion to the City Manager who shall make the final and binding decision to sustain, revoke or modify the decision of the appointing authority within ten (10) working days of the receipt of the advisory opinion.

2. City Manager

An employee may submit the appeal directly to the City Manager. Within ten (10) working days following conclusion of the hearing as specified hereafter, the City Manager shall make the final and binding decision to sustain, revoke or modify the decision of the appointing authority who took the disciplinary action against the employee.

3. City Council

Pursuant to the opinion of City Council, should the City Manager be disqualified from holding a hearing and/or rendering a final and binding decision, an advisory arbitrator shall be utilized. The arbitrator's advisory written opinion shall be given to the City Council for final decision. The Council shall consider the case at its next regularly scheduled meeting.

G. Hearing

The City Manager or arbitrator shall conduct a hearing on an appeal filed in accordance with Section F. The date for the hearing shall be scheduled within twenty days of receipt of the employee's request, as provided above, to commence as soon as can be expeditiously arranged. Written notice of the time and place of the hearing shall be given to the appellant. The hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code of California, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code.

The affected employee (appellant) may be represented by an attorney or other representative of his/her choosing. Each party shall be given a reasonable opportunity to be heard on relevant issues, including the right to cross-examine witness.

Compliance with the technical rules of evidence applied in the courts shall not be required. Oral evidence shall be taken only on oath or affirmation. Hearsay evidence is admissible but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. Immaterial, irrelevant, or unduly repetitious evidence may be excluded. The rules of privilege shall apply. If appellant does not testify on his/her own behalf, he/she may be called and examined as if under cross-examination.

H. Failure of Employee to Appear at Hearing

Failure of the appellant to appear at the hearing without sufficient cause shall be deemed a withdrawal of the appeal and the action of the City Manager or department head shall be final.

I. Temporary Absence with Pay

Notwithstanding the provisions of this section, upon the recommendation of the appointing authority, the City Manager may approve the temporary assignment of an employee to the status of absent with pay pending conduct or completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken. Such status may be conditioned such that the employee remain available and in daily telephone contact with the employer.

**19. LAYOFF PROCEDURE**

A. Conditions for Layoff

The City Manager, with the concurrence of the City Council, may abolish any position or employment because of material change in duties and organization, or shortage of work or funds. The employee holding such position of employment may be laid off without disciplinary action and without the right of appeal. No regular employee shall be laid off until all temporary and probationary employees holding positions in the same class in the department assigned or the class in which the position is to be abolished have been laid off.

B. Notice of Layoff

Employees to be laid off shall be given at least twenty-one (21) calendar days' notice in writing. Such notice shall be delivered in person or by certified mail. Employees subject to this notice shall have seven (7) calendar days to respond to their options as listed in this procedure.

C. Order of Layoff

In an affected class, employees shall be laid off in reverse order of seniority and in consideration of performance as defined below. Seniority is determined by total amount of full-time service with the City. Seniority shall be reduced, for the purpose of the layoff procedure only, by the amount of time for which an employee received a performance evaluation evidencing an over-all performance of less than satisfactory. In the event

two (2) or more employees have equal seniority in the affected class, such ties shall be broken on the basis of the last three (3) performance evaluations reports in that class, as determined by the City Manager.

D. Bumping Rights

An employee who is subject to layoff as a result of this procedure shall have the following rights:

1. Bump an employee with less seniority in a lower class in the same class series.
2. Bump an employee with less seniority in a lower class previously held, this bump right is subject to the employee's last evaluation in the prior class being an overall rating of satisfactory or above. To retain the new position, the employee must bring any single section of the last evaluation in the previous position which was below satisfactory up to satisfactory or above within six (6) months.
3. Demote to a vacant position in a class previously held. This right is subject to the employee's last evaluation in the prior class being an over-all rating of satisfactory or above. To retain the new position, the employee must bring any single section of the last evaluation in the previous position which was below satisfactory up to satisfactory or above within six (6) months.
4. Accept the layoff and be placed on the Re-Employment List.

Any employee subject to layoff as a result of the bumping rights listed herein shall, in turn, be given the same bumping rights.

E. Re-Employment List

The names of persons laid off in accordance with these rules shall be entered on a re-employment list for one (1) year, except that persons appointed to permanent positions shall, upon such appointment, be dropped from the list.

Vacancies which occur within one (1) year of layoff will be offered to employees on the re-employment list in the same order in which the employees were laid off.

Employees who are qualified, pursuant to the same rules by which they were laid off, shall be offered vacancies as they occur.

It shall be the responsibility of the employee on a re-employment list to keep the City informed of his/her current address, telephone number and availability for work. Notice of the opportunity of employment shall be mailed to the employee's last known address. The employee shall have

seven (7) calendar days from the date of receipt to respond to the employment opportunity.

## **20. UNIFORM PROVISION**

Fire Department employees represented by the Association shall receive the same uniform provisions as provided to the Patterson Firefighters Association.

The City shall provide and launder uniforms for all maintenance and wastewater treatment employees.

## **21. SAFETY SHOE ALLOWANCE**

The City shall reimburse employees in eligible classifications up to seventy-five dollars (\$75) annually for the purchase of safety shoes. The City will reimburse up to one-hundred seventy-five dollars (\$175.00) for the purchase of steel toed safety boots, subject to verification the boots are steel toed. Employees must submit a sales receipt to Finance within thirty (30) days of purchase in order to receive reimbursement. It is understood that employees who receive reimbursement for the purchase of safety shoes or steel toed safety boots will actually wear said shoes when working for the City.

Employees in the following classifications are eligible for the safety shoe allowance: Senior Administrative Manager, Capital Projects Manager, Electrical Instrumentation Manager, Facilities and Maintenance Supervisor, Public Workers Supervisor and Recreation Supervisor, Management Analyst, Assistant Engineer, Associate Engineer, Wastewater Manager, Deputy Director Public Works, or any classification approved at the discretion of the Director or City Manager.

Additional shoe allowance will be made available, subject to Department Head approval to address recommendations by a licensed physician for safety shoes or steel-toed footwear to address the prescribed medical assistance.

## **22. MEAL ALLOWANCE**

An employee required to work four (4) or more hours beyond the scheduled shift on emergency work, or for four (4) or more consecutive hours of work when on Standby or Call-Back, shall be given a twelve-dollar (\$12.00) voucher for a meal allowance to be used at the approved vendors and shall be entitled to a thirty (30) minutes unpaid meal period for every additional four (4) hours worked. Only one (1) twelve-dollar (\$12.00) voucher shall be given per shift unless the employee works four (4) or more consecutive hours and is released from duty and then must return for four (4) or more hours in the same shift.

### **23. OCCUPATIONAL HEALTH AND SAFETY**

Occupational health and safety are the mutual concern of the employer, the Association, and employees. To that end, the City shall comply with applicable Federal, State, and local safety laws, rules and regulations and ensure that employees will do the same.

### **24. COMMERCIAL DRIVERS LICENSE**

An employee required to obtain and/or maintain a Class A or Class B Commercial Driver License as a condition of employment shall not be terminated from service without first having had the opportunity to pass the written and/or driving test two (2) times. An employee who has failed either test must, however, request a second test within thirty (30) calendar days after receiving notice the first test was failed. The City agrees to provide reasonable assistance to help employees pass the written and driving tests.

### **25. OUTSIDE EMPLOYMENT**

Employees shall not engage in outside employment or business activities which involve such hours of work or physical effort that it would or could be reasonably expected to reduce the quality or quantity of such person's services to the City. Employees shall not be engaged in any outside employment that involves the performance by them of any work, which will come before them as officers or employees of the City, or under their supervision, for approval or inspection. Employees shall not accept employment that conflicts with provisions of Government Code Section 97000 (Conflict of Interest). Before accepting outside employment, an employee must first obtain approval from his/her Department Head.

The employee shall submit a statement to the Department head naming the prospective employer, his/her address, and telephone number, and outlining the proposed duties and the hours of work. Approval may be denied if, in the opinion of the Department head, such outside employment is incompatible with the proper discharge of the employee's official duties and/or constitutes a conflict of interest. All such approvals shall be resubmitted prior to January 10 each year to maintain a valid continuous authorization.

Authorization for outside employment is automatically terminated whenever the outside employer and/or nature of outside employment changes from that specified on the request for outside employment approval. When such a change occurs, employees shall apply for a new approval for outside employment as provided herein.

1. With approval of the City Manager and Department head, employees may be employed or conduct business outside City employment consistent with the limitations above.

2. Employees shall not make decisions nor participate in decisions affecting projects sponsored in whole or in part by people or companies they have contracted or subcontracted with. Employees shall not make decisions or participate in decisions concerning projects sponsored (in whole or in part) by people they have worked for within the past 12 months, are currently working for, or anticipate working for in the future.

## **26. PATTERSON VOLUNTEER FIREFIGHTERS**

Members of the bargaining unit who are also volunteers with the City's Fire Department may, with approval of their supervisor, respond to two-alarm calls within the City limits. Requests will only be granted when the absence of the employee will not negatively affect the operations of the City. Time spent responding to such emergencies shall be considered time worked if such time is within the employee's normal work hours.

## **27. PAST PRACTICES**

The City agrees that practices and policies not changed by this agreement will continue during the term of the contract.

## **28. FAIR EMPLOYMENT PRACTICE**

The City of Patterson assures any technique or procedure used in recruitment and selection of employees shall be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique shall be used which, in the opinion of the City Manager or his/her designee, is not justifiably linked to successful job performance. It is the policy of the City that no technique, procedure or policy in recruitment and selection shall be discriminatory to any group protected by state or federal legislation.

## **29. NON-DISCRIMINATION POLICY**

The City shall offer equal employment to all persons without regard to race, religious creed, color, ancestry, sex, sexual orientation, gender, gender identity, gender expression, age, national origin, religion, physical or mental disability, medical condition, genetic information, marital status, or military or veterans' status. No applicant is to be discriminated against or given preference because of these factors. This policy is intended to apply to recruiting, hiring, promotions, upgrading, layoffs, compensation, benefits, termination and all other privileges, terms, and conditions of employment.

## **30. SEVERABILITY**

If any part of this contract is found to be unlawful or invalid, the remainder of the contract will remain in force. The parties agree to meet and confer over substitute language for the invalidated portion.



**EXHIBIT A**

**BARGAINING UNIT CLASSIFICATIONS**

Accountant
Assistant Engineer
Associate Engineer
Associate Planner
Capital Projects Manager
Chief Wastewater Operator
City Planner
Electrical Instrumentation Manager
Fire Administrative Manager
Fire Marshal
Public Works Administrative Manager
Public Works Management Analyst
Public Works Supervisor
Recreation Facilities Superintendent
Recreation Supervisor
Recreation Administrative Services Manager
Revenue & Utility Billing Manager
Senior Code Enforcement Officer
Supervising Account
Wastewater Manager

Approved and Adopted by Council on: 02/18/2020

**Patterson Management and Mid-Management Employee Association (PMMEA)**

**Salary Schedule  
EFFECTIVE JULY 01, 2021**

Classification	Monthly Salary Range					Semi-Monthly Salary Range				
	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
Accountant	5,560.13	5,838.13	6,130.04	6,436.54	6,758.37	2,780.06	2,919.07	3,065.02	3,218.27	3,379.18
Assistant Engineer	6,577.58	6,906.46	7,251.78	7,614.37	7,995.09	3,288.79	3,453.23	3,625.89	3,807.19	3,997.54
Associate Engineer	6,905.95	7,251.25	7,613.81	7,994.50	8,394.23	3,452.98	3,625.63	3,806.91	3,997.25	4,197.12
Associate Planner	5,776.35	6,065.17	6,368.42	6,686.84	7,021.19	2,888.17	3,032.58	3,184.21	3,343.42	3,510.59
Capital Projects Manager	7,941.59	8,338.67	8,755.61	9,193.39	9,653.06	3,970.80	4,169.34	4,377.80	4,596.69	4,826.53
Chief Wastewater Operator	5,763.21	6,051.37	6,353.94	6,671.64	7,005.22	2,881.60	3,025.69	3,176.97	3,335.82	3,502.61
City Planner	8,669.07	9,102.52	9,557.65	10,035.53	10,537.31	4,334.53	4,551.26	4,778.82	5,017.77	5,268.65
Electrical Instrumentation Manager	7,371.74	7,740.33	8,127.34	8,533.71	8,960.40	3,685.87	3,870.16	4,063.67	4,266.85	4,480.20
Fire Administrative Manager	5,767.25	6,055.62	6,358.40	6,676.32	7,010.13	2,883.63	3,027.81	3,179.20	3,338.16	3,505.07
Fire Marshall	7,151.48	7,509.05	7,884.50	8,278.73	8,692.66	3,575.74	3,754.53	3,942.25	4,139.36	4,346.33
Management Analyst	6,056.22	6,359.03	6,676.99	7,010.84	7,361.38	3,028.11	3,179.52	3,338.49	3,505.42	3,680.69
Public Works Supervisor	5,625.80	5,907.09	6,202.45	6,512.57	6,838.20	2,812.90	2,953.55	3,101.22	3,256.28	3,419.10
Recreation Facilities Superintendent	6,461.68	6,784.77	7,124.01	7,480.21	7,854.22	3,230.84	3,392.38	3,562.00	3,740.10	3,927.11
Recreation Services Admin Manager	6,712.97	7,048.62	7,401.05	7,771.10	8,159.66	3,356.49	3,524.31	3,700.53	3,885.55	4,079.83
Recreation Supervisor	4,979.16	5,228.12	5,489.52	5,764.00	6,052.20	2,489.58	2,614.06	2,744.76	2,882.00	3,026.10
Revenue & Utility Billing Manager	6,393.69	6,713.38	7,049.04	7,401.50	7,771.57	3,196.85	3,356.69	3,524.52	3,700.75	3,885.79
Public Works Administrative Manager	6,901.91	7,247.01	7,609.36	7,989.83	8,389.32	3,450.96	3,623.50	3,804.68	3,994.91	4,194.66
Supervising Accountant	6,393.69	6,713.38	7,049.04	7,401.50	7,771.57	3,196.85	3,356.69	3,524.52	3,700.75	3,885.79
Wastewater Manager	7,371.74	7,740.33	8,127.34	8,533.71	8,960.40	3,685.87	3,870.16	4,063.67	4,266.85	4,480.20

Approved and Adopted by Council on: 12/07/2021

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PATTERSON

And

PATTERSON MANAGEMENT and MID-MANAGEMENT EMPLOYEES ASSOCIATION

Pursuant to the Personnel Rules and Regulations of the City of Patterson and Section 3500 et. seq., of the Government Code, the duly authorized representatives for the City and PMMEA, having met and conferred in good faith concerning the issues of wages, hours, terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE CITY:

  
Ken Irwin, City Manager

  
Dionysia Smith, HR Director

  
Patrick Clark, Negotiator Consultant

FOR PMMEA:

  
Paul Konsdorf, PMMEA Representative

  
Xavier Guluarte, PMMEA President

  
Will Barrera, PMMEA Vice-President

  
Tiffany Rodriguez, PMMEA Secretary

DATE: 1/31/22