
CITY OF SANGER

AND

SANGER GENERAL EMPLOYEES ORGANIZATION

07/01/2018 THROUGH 06/30/2020

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**Memorandum of Understanding
between the
City of Sanger
and the
Sanger General Employees Organization**

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Sanger, a municipal corporation of the State of California, hereinafter referred to as “City,” and the Sanger General Employees Organization, hereinafter referred to as “General Employees” or “Employees” pursuant to California Government Code Sections 3500 et. seq. and the Sanger Employer-Employee Relations Ordinance, Sanger City Code, Section 46-1 et. seq.

The parties agree as follows:

1. RECOGNITION.

A. City hereby accepts General Employees as the exclusively recognized employee organization for all full-time employees of the City of Sanger not included in any other Unit, hereinafter referred to as “Employee Unit.” Employee Unit includes the following positions:

Account Clerk I, Administrative Clerk, Recreation Specialist I, Senior Coordinator, Account Clerk II, Administrative Assistant, Human Resources Technician, Senior Administrative Assistant, Recreation Specialist II, Systems Analyst, Laboratory Supervisor, Building Inspector, Code Enforcement Specialist, Construction Inspector, Economic Development Coordinator, Planner, Assistant Engineer, Program Technician.

B. City agrees to meet, confer, consult and otherwise deal exclusively with General Employees on all matters within the scope of representation, as provided in City’s Employer-Employee Relations Ordinance.

C. All Employees in the Unit are deemed to be in the “competitive service,” and no Employees in the Unit are “at will” employees of the City.

2. CITY RIGHTS. The rights of City include, but are not limited to, the right to determine the mission of its constituent departments, commissions and boards; to set standards of service; to determine employment standards; to direct its employees; to take appropriate disciplinary action against employees in conformity with law; to relieve employees from duty because of lack of work or for other non-disciplinary reasons; to maintain the efficiency of its governmental operations; to transfer employees to equivalent positions in different departments; to organize and reorganize its departmental structures and the duties of each department; to determine the methods, means and personnel by which city operations are to be conducted; to establish an employee classification plan; to take all necessary actions during emergencies to carry out its mission; and to exercise complete control and discretion over its organization and the technology of performing its work.
3. EMPLOYEE RIGHTS. Employees have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment. Employees also have the right to represent themselves individually in their employment relations with City, provided that in the event City enters into an MOU with an exclusively recognized employee organization, Employees are deemed to have delegated to their exclusively recognized employee organization their right to represent themselves individually in their

employee relations with the City, and City is not obligated to meet and confer or otherwise deal with any individual employee within General Employees with respect to matters within the scope of this MOU. No Employee shall be interfered with, intimidated, restrained, coerced or discriminated against by City or by General Employees because of his/her exercise of any of these rights.

4. SOLE AGREEMENT.

A. The terms and conditions of this Memorandum of Understanding (MOU) constitute the primary wages, hours, and working conditions applicable to the Employee Unit. To the extent that any other agreement or City policy, rule, resolution or ordinance is in direct conflict with this MOU, this MOU shall prevail. Nothing in this MOU, however, shall be construed to abrogate, diminish or render ineffective any City employment policy, rule, resolution, ordinance, program or agreement not in direct conflict with this MOU.

B. If, during the term of this MOU, the parties hereto should mutually agree to modify, amend or alter the provisions to this MOU in any respect, such change(s) shall be effective only if and when reduced to writing and executed by the authorized representatives of City and General Employees. Any such changes validly made shall become part of this Memorandum of Understanding. Nothing herein shall be construed to prevent or preclude either party from initiating meet and confer or meet and consult on matters not included in this MOU.

5. PROVISIONS NOT SEVERABLE. In the event that any of the terms or conditions in this MOU should be declared by a court of competent jurisdiction to be

unenforceable or illegal, such determination shall not invalidate any of the remaining terms and conditions of this MOU.

6. WAIVERS. Failure to insist on the timely performance of any term or condition of this MOU by either party shall not constitute a waiver or precedent to the future enforcement of such term or condition.
7. BULLETIN BOARDS. General Employees shall have access to bulletin boards located in all areas where members of the Employee Unit have work stations.
8. MEMBERSHIP MEETINGS. City agrees to allow eight (8) hours a year during regularly scheduled work days for Employee Unit membership meetings. The date and time for such meetings may be preempted by City depending upon work load demands, upon twenty-four (24) hours advance notice to General Employees. Meet and confer sessions shall not be considered membership meetings.
9. PAYROLL DEDUCTIONS FOR MEMBERSHIP FEES. City agrees to deduct an amount from the payroll of each Employee who requests in writing that City make such deduction for the purpose of General Employee's membership fees and transmit such amount to General Employees or deposit such amount into a bank account designated by General Employees.
10. DEFINITIONS.

“Anniversary date” means each Employee’s date of hire except in the event an Employee is promoted or reclassified the date of promotion shall become the new anniversary date for purposes of performance evaluations and merit salary increases.

Employees promoted, demoted, reclassified or transferred shall not have their years of service changed as a result of such actions.

“Hours Worked” for purposes of computing overtime eligibility for a particular pay period, vacation leave, sick leave, compensatory time, administrative leave taken and holidays which fall during such period shall be considered as hours worked.

“Provisional Appointment” means an official appointment to a higher classification for a period not less than thirty (30) days.

“Workday” means eight (8) consecutive work hours, excluding meal time, within a twenty-four (24) hour period. Flex time schedules which provide for lesser or greater number of work hours in a 24 hour period may be agreed upon by the Employee and the Department Director. Whenever there is a change in the regular workweek, work hours or work schedule, the City will advise the effected Employee(s) of the reasons therefore. Nothing herein shall be construed as providing or implying additional compensation or benefits for work other than on a normal workweek, workday or work schedule.

“Workweek” means five (5) consecutive work days with two (2) days off.

11. UNIFORMS. City shall provide and maintain such uniforms and protective clothing, including safety boots, as it deems to be adequate for Employees who are required to wear uniforms or protective clothing. City shall consult General Employees with respect to such determinations. Five (5) changes per week shall be provided for all uniformed members of the Employee Unit based on a five (5) day, eight (8) hours/day work week.

12. OVERTIME.

- A. Eligibility. Members of the Employee Unit shall be entitled to

overtime pay.

B. Amount. Employees shall be paid overtime in accordance with paragraphs C, D and E at the rate of time and one-half (1½) their regular base rates of pay, including any incentive or acting pay which is a part of their regular wage rate (i.e., educational compensation).

C. Hours. Overtime shall be recorded and paid on the basis of fifteen (15) minute increments, such that for each full or partial period over 7½ minutes in a 15 minute work period, the Employee shall be compensated for one-quarter (¼) hour of overtime.

D. Meeting Attendance. Attendance at City Council, Planning Commission, Economic Development Commission and Parks and Recreation Commission meeting shall not be eligible for overtime pay unless such attendance is required by the Department Director.

E. Clean-Up. Not more than fifteen (15) minutes paid time shall be allowed for clean-up following overtime work. Clean-up time is not automatic and must be based on necessity.

F. Call Back Pay. Employees shall be paid for a minimum of two (2) hours for each call-back. A “call-back” is time worked after a call to return to work, as distinguished from an early start or an extended day.

G. Compensatory Time. Notwithstanding the provisions of this section, employees may be granted compensatory time off for overtime credit at the discretion of the supervisor with due regard for the wishes of the employee and upon reasonable

notice. Employees may elect to cash out their compensatory time at their regular rate of pay, provided that the compensatory time was credited to the employee at the rate of time and one half for overtime hours. Employees may bank compensatory time up to a maximum of 240 hours pursuant to the Fair Labor Standards Act.

13. OUT OF CLASS PAY. Employees provisionally appointed to an upgraded position or higher classification in a vacant position for a limited duration position shall be paid five percent (5%) more than their regular base rate of pay, or the beginning step of the salary range of the position to which they are provisionally appointed, whichever is greater, beginning on the first day of the out-of-class appointment. Out-of-class appointments will only be authorized when a person filling a budgeted position is absent due to a leave of absence or during the recruitment of a vacant position for a permanent appointment. In accordance with Government Code Section 20480, provisional appointments to a vacant position shall not exceed a total of 960 hours in each fiscal year.
14. CERTIFICATION PAY. Employees may receive additional compensation for special educational or training certifications which are relevant to the Employee's job classification, but which are not required for the job classification. Such compensation shall be awarded in increments of five percent (5%) of the Employee's regular base rate of pay for each special certification accepted by the City, not to exceed a total of 10% of base pay. General employee positions that do not require an under graduate degree will be eligible for certification pay of 5% for a Baccalaureate Degree from a fully accredited college or university. Those positions that require a four (4) year degree are eligible for a 5% certification pay if employee possesses a Masters Degree. Approved certifications

include: Planner: Certified Planner by the AICP; Building Inspector: Certified Building Official by the ICBO or the California CBO; Recreation Specialist I and II: CPRA Certified Manager.

15. HEALTH CARE.

A. City shall provide a Health Care Plan for Employees and their dependents. The Health Care Plan shall include medical and prescriptions, vision plan, dental plan and a life insurance policy of \$30,000 for each employee.

B. City shall pay the entire premium for the life insurance plan, vision plan and dental plan costs. Employees shall pay \$45.00 per month toward the premium for the medical and prescription plan for dependent coverage only. City shall pay the balance of the premium for the medical and prescription plan up to the City's cost of the PPO plan. For employees who choose another option at a greater cost than the PPO, the employee shall pay the difference between the plans.

The City agrees to reimburse employees a fixed amount, as shown below, if the employee's dependents opt-out of the City's HMO or PPO plan:

Employee & Spouse	\$197.24 per month
Employee & Child(ren)	\$149.17 per month
Employee & Family	\$338.12 per month

To receive the above reimbursement, the employee must show proof that the dependents are covered on a non-City plan. Employees will be required to show proof on an annual basis.

C. Employee retiring from City service in good standing under a PERS service retirement (non-disability) may elect to continue coverage under the City's Health Plan at the retiring employee's cost, including dependent coverage. Said coverage shall continue until such retired employee becomes eligible for MEDICARE benefits.

D. A representative of Sanger General Employees Association will be afforded the opportunity to participate on a Health Benefit Committee.

16. VACATION AND SICK LEAVE

A. Vacation Leave Accrual Computation. Employees shall accrue vacation leave credit at the rates set forth below for each pay period, up to a maximum of 240 hours per year. Employees shall be eligible to use vacation leave upon accrual, subject to prior approval by their supervisor. Vacation Leave accrual rates based upon 26 pay periods per year:

<u>Years of Service</u>	<u>Vacation Leave Accrual Rate</u>	<u>Vacation Leave Accrual</u>
0 through 2 yrs:	2.4615 hrs/pp	63.999 hours/year
More than 2 yrs, up to 5 yrs:	4.3076 hrs/pp	111.976 hours/year
More than 5 yrs, up to 10 yrs:	6.1538 hrs/pp	159.9988 hours/year
More than 10 yrs, up to 15 yrs:	7.0769 hrs/pp	183.9994 hours/year
More than 15 yrs: up to 25 yrs:	8.000 hrs/pp	208.000 hours/year

More than 25 yrs: 8.6153 hrs/pp 223.9978 hours/year

B. Sick Leave Accrual. Sick Leave shall accrue at 3.6924 hours per pay period.

C. Accrual for Prior City Service. Employees who reenter City service after layoff or military service shall be credited with service time accumulated prior to their separation for the limited purpose of determining their appropriate vacation and sick leave accrual rates.

D. Use of Vacation Leave. Vacation leave may be taken only upon prior approval of the Employee's supervisor. Vacation Leave shall be taken in units of not less than one (1) hour. Paid holidays that fall during an Employee's vacation leave will not be charged to the Employee as vacation leave.

E. Use of Sick Leave for Illness. Sick leave may be used for:

1. The diagnosis, care or treatment of an existing health condition of, or preventive care for an employee;
2. The diagnosis, care or treatment of an existing health condition of, or preventive care for an employee's family member. Family member includes:
 - a. Children (biological, adopted, or foster child, step child, legal ward or a child to whom the employee assumes parental duties without adoption) regardless of the age or dependency status of the child
 - b. Biological, adopted or foster parent, step parent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who assumed the parental duties without adoption of the employee when the employee was a minor child
 - c. Spouse
 - d. Registered domestic partner
 - e. Grandparent
 - f. Grandchild
 - g. Sibling

The amount of time an employee may take to care for a family member is forty-nine (49) hours (one-half of the employee's annual sick leave accrual);

3. If the employee or employee's child is a victim of domestic violence, sexual assault, or stalking, to obtain or attempt to obtain relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety or welfare of the employee or their child;
4. For any purpose required by state and federal law.

F. Donation of vacation Leave. Employees may donate vacation leave to other City employees who are ill or injured or otherwise unable to work and who have exhausted all accumulated leaves. Such donations will be strictly voluntary and will be on an equal dollar for dollar basis.

G. Vacation Leave Cash Out. Each calendar year, employees may cash out up to forty (40) hours of unused vacation leave maintaining a balance of at least eighty (80) hours.

H. Payment Upon Separation. Employees who separate from City service shall receive a lump sum payment for accrued vacation leave at the Employee's rate of pay at the time of separation.

17. WORKERS' COMPENSATION LEAVE

Employees who are injured in the course and scope of employment are placed on workers' compensation leave and receive wage benefits to which they are entitled under California workers' compensation laws (Labor Code section 3200 et seq.). Employees may request to receive prorated sick and/or vacation leave pay (to the extent that it is accrued on the books) to supplement their workers' compensation payments in an amount

such that the sum of workers' compensation benefits and use of accrued leaves is equal to the employee's regular rate of pay.

18. BEREAVEMENT LEAVE. Unit members shall be entitled to bereavement leave without loss of pay or charge against any other paid leave benefit to the extent necessary for the employee to attend funeral services of an immediate family member, up to a maximum of forty (40) working hours for each nonconcurring death in the immediate family; provided that such leave with pay shall not be authorized for time expended in business or estate matters. Immediate family means spouse, father, step-father, mother, step-mother, son, step-son, daughter, step-daughter, sister, step-sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, registered domestic partner, guardian, or ward.

19. COURT ORDERED APPEARANCES.

- A. Matters Related to City Service. Employees called as a trial juror or subpoenaed to court on matters relating to City service shall be entitled to be absent during the period of such service or while present in court as a result of such call. Under such circumstances, the Employee shall demand and turn over to the City all payments received by him/her for such service, except travel pay. Such time off from City service shall not be deducted from the Employee's accrued annual leave. City shall allow unit members one (1) hour for clean-up time and travel to the court and one (1) hour for clean-up and travel back to work.

B. Matters Not Related to City Service. Employees who are subpoenaed to court for matters unrelated to City service shall be entitled to absent themselves from their duties for the times during which they are required to be in court. Such time off from City service shall be deducted from the Employee's accrued annual leave.

20. PAID HOLIDAYS.

A. The dates and/or days listed below which fall within the normal work week of Monday through Friday shall be considered paid holidays and shall be observed:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King Day)
3. Third Monday in February (President's Day)
4. March 31 (Cesar Chavez Day)
5. Last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day after Thanksgiving
11. December 25 (Christmas Day)
12. One floating holiday

and, any day proclaimed by the President, Governor or Mayor as a public holiday.

B. When a paid holiday falls on a Sunday, the following Monday shall be observed. When a paid holiday falls on a Saturday, the preceding Friday shall be observed.

C. If a paid holiday falls during a time that an Employee is absent from work on an approved annual leave, that holiday shall not be charged against the Employee's accrued leave.

D. Employees may be required to be on duty on holidays (or at other times) when the public health, safety or welfare, as determined by the City Manager require that the Employee be on duty. In such event, the Employee shall be compensated at a rate of time and one half (1½) of the Employee's regular rate of pay and the holiday shall also be accrued.

21. COMPENSATION PLANS.

A. Retirement System. The City is a member of the California Public Employees' Retirement System (CalPERS) and provides the 2.5% at 55 plan for miscellaneous employees defined as Classic Members by CalPERS.

Classic Members shall pay the full 8% employee's share of CalPERS.

Miscellaneous employees hired after January 1, 2013 who are New Members as defined by CalPERS shall be enrolled in the 2% @ 62 benefit formula. In accordance with PEPRRA and CalPERS, the employee member contribution shall be the full employee's share of CalPERS, which is 50% of the normal cost rate, currently at 6.25% of reportable compensation.

B. Disability Insurance. City shall provide a long term disability insurance plan that provides coverage 90 days after an Employee has been absent from work due to illness or injury. City shall provide a short-term disability insurance plan that provides coverage 8 days after an Employee has been absent from work due to illness or injury.

C. Bilingual Pay. Employees who are regularly called upon to speak Spanish on the job shall be eligible to receive bilingual pay in the amount of 5% of their regular base pay. Bilingual pay shall be in addition to the maximum salary range applicable to

the Employee's classification. Bilingual pay shall be available only for Employees who have passed an examination showing that they are fluent in speaking the foreign language. Bilingual pay shall continue only so long as the Employee remains in a position where he/she is regularly called upon to speak the foreign language as part of his/her job. Employees who pass the examination shall receive bilingual pay as of the date they pass the examination. Employees receiving 2.5% bilingual pay as of June 30, 2018, shall receive 5% bilingual pay upon ratification of this Agreement.

D. Salary Ranges. The salary range and classifications of members of the General Employees Organization are as listed on Attachment "A".

E. Step Increase. Employees shall receive 5% step increases after their first six months, and annually on their anniversary dates until they reach the maximum amount authorized for the position, provided that the Employee received an overall performance evaluation of "satisfactory" or better on his/her most recent evaluation.

F. Merit Increase. Employees who have reached their top salary range shall be granted merit increases based on their annual (overall) performance evaluation as follows:

Unsatisfactory	0%
Needs Improvement	0%
Meets Expectations	0%
Exceeds Expectations	3%
Outstanding	5%

A merit increase may cause the Employee's pay rate to exceed the top step or maximum salary for the position, but only for the period that the evaluation remains in effect.

Thereafter, the employee's salary shall revert to the top step or maximum salary range of

the position unless a new merit increase based on performance is granted for the next period. Performance reviews shall be completed within a 45 day window of the anniversary date. If not completed, the employee shall receive a rating equivalent of a meets expectations or equivalent to the last rating, whichever is higher, until the next employee's next anniversary date. If an evaluation is conducted after the 45 day window and that rating is higher than the previous rating, the employee shall receive any merit increase retroactive to the employee anniversary date. If an evaluation is conducted after the 45 day window and the rating is lower than the previous rating, the employee, if indicated by the overall performance, shall receive a reduction in merit pay the following pay period.

G. Longevity Pay. Employees with twenty-five (25) years of service shall receive two and one-half percent (2.5%) of their regular base pay effective on the pay period following the employee's qualifying anniversary date. Employees with 25 years of service as of June 30, 2018, shall receive longevity pay upon ratification of this Agreement.

22. TUITION REIMBURSEMENT PROGRAM. Employees shall be entitled to reimbursement of tuition in accordance with the City Employee Educational Reimbursement Policy.


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23. BUMPING RIGHTS. An Employee affected by layoff shall have the right to displace (“bump”) an Employee in any department within the Unit who has less seniority in the same class series, or in a lower classification in which the affected Employee once had permanent status. Seniority includes all periods of full time service at or above the classification level where layoff is to occur.
24. NO STRIKE CLAUSE. No member of Employee Unit shall engage in any strike, work stoppage, “blue-flu,” work slow-down or similar job action during the term of this MOU or any extension thereof.
25. REOPENER. Sanger General Employees shall have one (1) reopener during the term of this Agreement and City shall have one (1) reopener during the term of this Agreement.
26. TERM. The term of this agreement shall be for two (2) years commencing on July 1, 2018, and ending on June 30, 2020, and the terms of this agreement shall be effective during that period except where specifically noted otherwise.

CITY OF SANGER:



Tim Chapa, City Manager



Hilda Cantú Montoy, City Attorney

Date: November 19, 2018

GENERAL EMPLOYEES
ORGANIZATION:



Esperanza Rosales, President



Grace Stroup, Vice President

Date: November 19, 2018

CITY OF SANGER
GENERAL EMPLOYEES ORGANIZATION
SALARY RANGES

Grade Code	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5
G16	ACCOUNT CLERK I	\$ 2,510	\$ 2,635	\$ 2,767	\$ 2,905	\$ 3,050
	ADMINISTRATIVE CLERK					
G19	RECREATION SPECIALIST I	\$ 2,570	\$ 2,698	\$ 2,833	\$ 2,975	\$ 3,124
G27	SENIOR COORDINATOR	\$ 2,633	\$ 2,765	\$ 2,903	\$ 3,048	\$ 3,201
G17	ACCOUNT CLERK II	\$ 2,975	\$ 3,124	\$ 3,280	\$ 3,444	\$ 3,617
G33	PROGRAM TECHNICIAN	\$ 3,312	\$ 3,478	\$ 3,652	\$ 3,836	\$ 4,027
G25	ADMINISTRATIVE ASSISTANT	\$ 3,125	\$ 3,281	\$ 3,446	\$ 3,618	\$ 3,799
	HUMAN RESOURCES TECHNICIAN					
	SR. ADMINISTRATIVE ASSISTANT	\$ 3,708	\$ 3,893	\$ 4,088	\$ 4,292	\$ 4,507
	RECREATION SPECIALIST II	\$ 3,797	\$ 3,987	\$ 4,186	\$ 4,396	\$ 4,615
	SYSTEMS ANALYST					
	LABORATORY SUPERVISOR	\$ 3,893	\$ 4,087	\$ 4,292	\$ 4,506	\$ 4,732
G29	BUILDING INSPECTOR	\$ 3,987	\$ 4,187	\$ 4,396	\$ 4,616	\$ 4,847
	CODE ENFORCEMENT SPECIALIST					
	CONSTRUCTION INSPECTOR					
	ECONOMIC DEVELOPMENT COORD.	\$ 4,732	\$ 4,969	\$ 5,217	\$ 5,478	\$ 5,752
	PLANNER					
	ASSISTANT ENGINEER					