

**CITY OF MENDOTA  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES-LOCAL 2703**

**SIDE LETTER OF AGREEMENT**

This Side Letter of Agreement is made between the City of Mendota ("City") and the American Federation of State, County and Municipal Employees ("AFSCME Local 2703") to make amendments to the current July 1, 2019 through June 30, 2024 Memorandum of Understanding between parties:

Beginning January 3, 2022, and thereafter, Article II(C) of the Mendota General Employees MOU 2019-2024, shall read:

**C. WORK WEEK**

1. Forty (40) hours of actual attendance on duty, including paid holiday hours, shall constitute a minimum work week for all full-time employees.
2. The regularly scheduled work week for clerical staff shall be from 8:00 AM to 5:00 PM Monday through Friday.
3. The regularly scheduled work week for the Community Service Officers shall be assigned by the Chief of Police or designee Monday through Sunday.
- ~~3.~~ 4. The regularly scheduled work week for Public Works employees who are not providing weekend coverage shall be from 7:00 AM to 4:00 PM. The employee of the Public Works Department assigned to work the 4:00 PM – 5:00 PM shift shall have the following options during their week of covering the 4:00 PM – 5:00 PM shift:
  - a. Work from 7:00 AM to 5:00 PM, with a two hour lunch from 12:00 PM to 2:00 PM, Monday through Friday.
  - b. Work from 8:00AM to 5:00PM, with a one hour lunch from 12:00 PM to 1:00 PM, Monday through Friday.

At least one (1) day prior to the start of their scheduled shift, an employee who is scheduled to work the 4:00 PM – 5:00 PM shift shall contact his/her immediate supervisor to provide notice of which shift option abovementioned he/she will work.

The designation of that employee shall be determined by rotation among all the employees or by a fixed schedule for one employee volunteer, such determination to be made by the City Public Works Director or his/her designee.

- ~~4.~~ 5. The weekend coverage program would first be offered to Public Works employees on a volunteer basis. If they are not a sufficient number of volunteers, the Public Works Director has the authority to appoint public works employees to serve on a weekend coverage

schedule. Schedules for weekend coverage program are to be approved by the Public Works Director and posted on the first Monday of every month.

Beginning January 3, 2022, and thereafter, Article V(B) of the Mendota General Employees MOU 2019-2024, shall read:

**B. OVERTIME**

1. City and Employees shall comply with the minimum requirements of the Fair Labor Standards Act (FLSA).

**For employees regularly scheduled to work a 5/8 schedule:**

Paid hours in excess of eight (8) hours in a day and/or forty (40) hours in a week shall be paid as overtime if the employee actually worked more than eight (8) hours in a day or actually worked forty (40) hours during that week. For the purpose of computing actual hours worked refer to Article II (C). Overtime will be credited either as time and a half pay or time and a half comp time, at the employee's option. Employees may not accrue more than forty (40) hours of compensation time on the books, and comp time hours cannot be cashed out, except when the employee is retiring or separated from employment.

**For employees regularly scheduled to work a 4/10 schedule:**

Paid hours in excess of ten (10) hours in a day and/or forty (40) hours in a week shall be paid as overtime if the employee actually worked more than ten (10) hours in a day or actually worked forty (40) hours during that week. For the purpose of computing actual hours worked refer to Article II (C). Overtime will be credited either as time and a half pay or time and a half comp time, at the employee's option. Employees may not accrue more than forty (40) hours of compensation time on the books, and comp time hours cannot be cashed out, except when the employee is retiring or separated from employment.

2. Overtime shall be offered on a rotational basis to full-time employees before being made available to part-time employees. Disputes regarding overtime assignments shall be resolved by seniority.

Beginning January 3, 2022, and thereafter, Article V(B) of the Mendota General Employees MOU 2019-2024, shall read:

**E. HOLIDAY PAY**

Employees required to work on a day the City observes a holiday shall be paid at the rate of double time for actual hours worked up to eight (8) hours on the holiday, plus regular pay for the holiday. Hours in excess of eight (8) hours worked on a holiday shall be paid at the rate of double time.



#### **Holiday Pay for those on a 4/10 Schedule:**

When the City observes a holiday on a date that falls on an employee's ten-hour workday, the employee must use two hours of vacation leave or compensatory time. If no vacation leave or compensatory time is available, the employee will be docked two hours.

If the day the City observes a holiday falls on the employee's regular day off the employee must:

1. Revert to five eight-hour days for that work week; or
2. If the holiday falls on the employee's regular day off, the employee may observe the holiday on different day within the same work week upon approval from their supervisor.

Floating Holidays are subject to the same terms as a regular holiday.

Beginning January 3, 2022, and thereafter, Article V(H) of the Mendota General Employees MOU 2019-2024, shall read:

#### **H. OTHER COMPENSATION WHILE ON A 4/10 SCHEDULE**

**Jury Duty** – When employees are summoned for Jury Duty, they must either work before/after jury duty to complete their regularly scheduled ten-hour day, or use annual leave to supplement the jury duty hours to reach the ten hours each day. If the employee has jury duty on their regular day off, the employee will be compensated for the number of hours spent in jury duty that day. If the employee is scheduled to be on jury duty for a period of greater than one week, they must revert to a regular five-day, eight-hour schedule for the duration of the jury duty assignment. Every effort will be made to return the employee to their previous adjusted work schedule, but the employee is not guaranteed a return to the same schedule.

**Training/Conferences** – When employees are assigned to attend a training or work-related conference, they must either work before/after the training/conference to complete their regularly scheduled ten-hour day, If the employee is scheduled to attend a training/conference on their regular day off, the employee will revert to a five-day, eight-hour schedule for the week. Every effort will be made to return the employee to their previous adjusted work schedule, but the employee is not guaranteed a return to the same schedule.

**Special Leaves** – When employees are on various leaves (e.g. WC, FMLA, Military Leave) that are of a duration of greater than one week, the employee must revert to a regular five-day, eight hour schedule for the duration of the leave. Every effort will be made to return the employee to their previous adjusted work schedule, but the employee is not guaranteed a return to the same schedule.

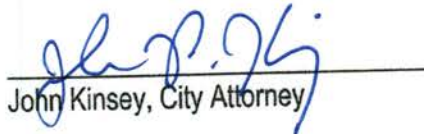
This Side Letter of Agreement is executed on December 31, 2021.

**CITY OF MENDOTA**



Cristian Gonzalez, City Manager

Dated: 2/1/2022



John Kinsey, City Attorney

Dated: 2/8/2022

**AMERICAN FEDERATION OF STATE,  
COUNTY, MUNICIPAL EMPLOYEES,  
AFLCIO Local 2703 Mendota Chapter**



Debbie Macias, AFSCME Representative

Dated: 12-31-2021



Henry Sanchez, President

Dated: 2-2-2022



Armando Sandoval, Vice- President

Dated: 2-2-2022



**MOU EXTENSION AGREEMENT  
BETWEEN THE CITY OF MENDOTA AND THE AMERICAN FEDERATION OF STATE COUNTY AND  
MUNICIPAL EMPLOYEES LOCAL 2703 MENDOTA CHAPTER**

This Side Letter of Agreement is made between the City of Mendota ("City") and the American Federation of State County and Municipal Employees Local 2703 Mendota Chapter ("AFSCME") to extend the current Memorandum Of Understanding ("MOU") which is attached hereto as "Exhibit A".

Currently the MOU is set to expire on June 30, 2022. Both the City and AFSCME have met and conferred in good faith and have agreed to extend the current contract until June 30, 2024, and to delay the 3% COLA increase scheduled for July 1, 2021 until July 1, 2023.

The City will issue a retroactive lump sum payment to all current AFSCME covered positions at a rate of \$13 per hour actually worked in person, excluding time off regardless if paid or not and also excluding anytime teleworked, during the start of the pandemic through June 30, 2021 up to a total of \$12,500 per current employee at time the payment is issued, which is anticipated to be mid-to-late July 2021 or early August 2021. If an AFSCME covered position is filled by promotion by an employee that worked for the City of Mendota during the pandemic, the City will count hours worked as a City employee during the pandemic retroactively in addition to the hours worked as an AFSCME covered position for payment of this retroactive premium pay up to the cap of \$12,500.

The maximum payment of \$12,500 will be for the employees actively employed and covered by AFSCME at the time of payment, contingent on the employee being employed by the City at the time of the payment. Further, the maximum benefit amount is \$12,500, which includes the roll up costs associated with the lump sum and the breakdown is as follows: \$11,408.75 is the maximum amount to be paid to employees and \$1,091.25 is the maximum amount the City will use to pay for the City's roll up costs associated with this premium payment, totaling \$12,500. The City's rollup costs of \$1,091.25 is computed by the following breakdown: FICA 6.20%, SDI 1.08%, and Medicare at 1.45% per position, per lump sum pay. The roll up cost for any employee that worked less than 961.5 hours during the time frame abovementioned, will be computed utilizing the same breakdown of FICA 6.20%, SDI 1.08%, and Medicare at 1.45% of the total benefit earned.

**Maximum benefit breakdown is noted below:**

American Rescue Plan	Roll Up Costs	Total
\$11,408.75	\$1,091.25	\$12,500.00
FT		
FICA	6.20%	\$775.00
SDI	1.08%	\$135.00
Medicare	1.45%	\$181.25
	Total	\$1,091.25

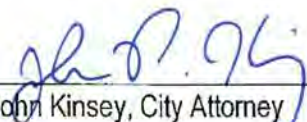
**MOU EXTENSION AGREEMENT  
BETWEEN THE CITY OF MENDOTA AND THE AMERICAN FEDERATION OF STATE COUNTY AND  
MUNICIPAL EMPLOYEES LOCAL 2703 MENDOTA CHAPTER**

In good faith, with the City expecting to receive the funds in the middle of July, the City foresees August 5, 2021 as the latest day for payment to be issued to employees, however the City will issue payment to employees the first payroll after receiving the funds, which may be a sooner date.

FOR THE CITY OF MENDOTA

  
Cristian Gonzalez, City Manager

Dated: 7/14/2021

  
John Kinsey, City Attorney

Dated: 8-10-2021

FOR THE UNION

  
Debbie Macias, AFSCME Representative

Dated: 7-8-2021

  
Henry Sanchez, President

Dated: 7.8.2021

  
Armando Sandoval, Vice- President

Dated: 7.8-21

## Exhibit A

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF MENDOTA AND THE AMERICAN FEDERATION OF STATE COUNTY AND**  
**MUNICIPAL EMPLOYEES LOCAL 2703 MENDOTA CHAPTER**

**JULY 1, 2019 – JUNE 30, 2022**



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**ARTICLE I**  
**(PREAMBLE)**

**A. GENERAL**

This Memorandum of Understanding ("MOU") is entered into this 1st day of July, 2019, by and between the American Federation of State County and Municipal Employees Local 2703 Mendota Chapter, (hereinafter "Union" or "Employees") and the City of Mendota, a municipal corporation of the State of California, (hereinafter "City") with respect to the terms and conditions of employment during fiscal year July 1, 2019 through June 30, 2022.

The purpose of this MOU is to promote harmonious relations between the City and Employees and to establish the wages, hours of work and other terms and conditions of employment for members of Employees, Unit.

**B. GOVERNING LAWS**

The legal relationship between City and Employees is governed by Chapter 10 of Division 4 of Title I of the California Government Code Section 3500 et. seq., known as the "Meyers-Millias-Brown Act" or "MMBA". In the event of a conflict between the MMBA and any City ordinance, resolution or other regulations, the provisions of the MMBA shall govern.

**C. MEET AND CONFER**

Union confirms that it had a full opportunity to and did meet and confer with City with respect to the provisions of this Agreement. The City Personnel Rules amended 2016 and adopted by City Council are incorporated herein as if fully set forth and shall be enforceable as part of this MOU. In the event of a conflict between the provisions of the Personnel Rules and this MOU, the provisions of this MOU shall prevail.

**D. INTEGRATION CLAUSE**

This MOU supersedes any prior agreements and/or Memoranda of Understanding between the

parties.

**E. COMPENSATION PACKAGE**

All compensation paid to or for Employees, including benefits and insurance, shall be considered part of Employees' total compensation package.

**ARTICLE II**

**(EMPLOYEE RIGHTS)**

**A. DISCRIMINATION**

City shall not interfere with or discriminate against any employee by reason of his/her membership in Union or by reason of any activity required by this MOU.

City shall not intimidate any employee or attempt to restrain any employee or attempt to limit the full and free expression of employees' rights to participate in Union's lawful activities.

**B. PERSONNEL FILES**

1. The official personnel file for each employee is maintained at City Hall under the direction of the City Manager. All official documents pertinent to an employee's relationship with the City, such as applications, performance evaluations, commendations, disciplinary actions and assignments shall be kept in the personnel file. Personnel files are considered confidential and access shall be limited **as required by law**.
2. Each employee may review his or her personnel file or authorize its review by a designated representative during normal working hours. Should individual departments keep a formal personnel file in addition to the file kept by the City Manager, the employee shall have the right, subject to reasonable rules and regulations, to review his or her departmental personnel file. The right to review employee personnel files shall not include the right to see any background investigation report.

3. Employees shall have the right to be informed any time information not otherwise protected by law is placed in their personnel file.
4. Employees shall have the right to write a rebuttal to any negative letters or information being placed in their personnel file. Said rebuttals, should they be verbal or written warnings, shall be written on the "Employee Comments" section of the form at the time the warning is given. Should the negative article involve suspension, demotion, or termination, the rebuttal shall be submitted in accordance with the Skelly notice and established hearing date procedures. For any other document that may be negative in nature, there will be a one (1) business day limit to the submittal of a rebuttal statement, which will be attached to the document of demerit. This only grants the right to an immediate rebuttal, and does not allow for a clarification to, amendment of, substitution of, or additional rebuttal; nor does it allow for rebuttal to a document that has already been placed in the file prior to such time as the adoption of this MOU. Any rebuttal requested after the timeframes or outside the manner listed above shall be considered non-compliant, and will not be included in the personnel record.

**C. WORK WEEK**

1. Forty (40) hours of actual attendance on duty, including paid holiday hours, shall constitute a minimum work week for all full-time employees.
2. The regularly scheduled work week for clerical staff shall be from 8:00 AM to 5:00 PM Monday through Friday.
3. The regularly scheduled work week for Public Works employees who are not providing weekend coverage shall be from 7:00 AM to 4:00 PM. The employee of the Public Works Department assigned to work the 4:00 PM – 5:00 PM shift shall have the following options during their week of covering the 4:00 PM – 5:00 PM shift:



- a. Work from 7:00 AM to 5:00 PM, with a two hour lunch from 12:00 PM to 2:00 PM, Monday through Friday.
- b. Work from 8:00AM to 5:00PM, with a one hour lunch from 12:00 PM to 1:00 PM, Monday through Friday.

At least one (1) day prior to the start of their scheduled shift, an employee who is scheduled to work the 4:00 PM – 5:00 PM shift shall contact his/her immediate supervisor to provide notice of which shift option abovementioned he/she will work.

The designation of that employee shall be determined by rotation among all the employees or by a fixed schedule for one employee volunteer, such determination to be made by the City Public Works Director or his/her designee.

- 4. The weekend coverage program would first be offered to Public Works employees on a volunteer basis. If they are not a sufficient number of volunteers, the Public Works Director has the authority to appoint public works employees to serve on a weekend coverage schedule. Schedules for weekend coverage program are to be approved by the Public Works Director and posted on the first Monday of every month.

#### **D. REINSTATEMENT FROM LAY-OFF**

Reinstatements from a lay off procedures are covered by the City of Mendota Personnel Rules, VI. Layoff Procedures.

#### **E. JOB SECURITY**

1. The City and Union agree that no person other than those normally employed shall perform the work normally done within their job class, by a member of the bargaining unit except in cases of an emergency. In the event of an emergency, every effort will be made to utilize the services of such members of the bargaining unit who would normally perform the work required.
2. Any regular employee in the Bargaining Unit shall only be disciplined or dismissed for just cause.

**F. DISCHARGE AND DISCIPLINE PROCEDURES**

Discharge and Discipline Procedures are outlined in the City of Mendota's Personnel Rules in V. Disciplinary Actions.

**ARTICLE III**

**(MANAGEMENT RIGHTS)**

**A. GENERAL**

Notwithstanding any other provision of this Agreement, nothing in this Memorandum of Understanding is intended to or shall be construed to limit the management rights of City, consistent with City Personnel Rules and applicable law, to:

1. Direct the work of employees;
2. Hire, discharge, promote, demote, transfer, layoff, assign, reassign and classify employees;
3. Discipline employees for proper cause;
4. Take all actions as may be necessary to carry out the mission of City;
5. Determine the methods, means and personnel by which operations are to be conducted; and
6. Determine the budget, organization, merits, necessity, and level of any activity or service provided to the public.

**ARTICLE IV**

**(RECOGNITION)**

**A. UNION RECOGNITION**

City acknowledges Union as the exclusively recognized employees' organization representing Employees. Employees and City agree to meet and confer in good faith promptly upon request by the other party and continue for a reasonable period of time in order to exchange freely information,



opinions and proposals and endeavor to reach agreement on matters within the scope of representation. City and Employees agree to meet at least ninety (90) days prior to expiration of this Agreement.

**B. UNIT DESCRIPTION**

1. This Unit shall consist of all employees of the City, excluding part-time, exempt, temporary, seasonal, confidential, sworn public safety and management employees (defined as the City Manager, the Chief Building Official, Finance Officer, City Clerk, and all Department Heads).
2. Membership Dues: The City shall deduct the dues upon enrollment notification from the Union. The amount of Union dues shall be determined by the Union.
3. Exceptions to Membership Dues: Employee earnings must be sufficient after other legal and required deductions are made to cover the amount of the authorized deduction. When an employee is in a non-pay status for an entire pay period, no deduction shall be made from future earnings to cover that pay period, nor will the employee be required to deposit with the City the amount which would have been deducted if the employee had been in a pay status during that period. In the case of a pay period when the employee's salary is not sufficient to cover other legal and required deductions, no deduction or deposit shall be required.
4. New Employee Orientation Access and Disclosure of Employee Contact Information (AB119 Agreement): See Exhibit A, attached to this MOU.

**C. UNION STEWARDS AND OFFICERS**

City recognizes and agrees to deal with accredited Union Stewards and representatives of Union in all matters relating to grievances (consistent with the City Grievance Procedure as detailed in Section VII. Grievance Procedure of the Personnel Rules) and the interpretation of this Memorandum of Understanding. The accredited officers of the Local Union shall be the president or his designee, plus

one local steward to be designated in writing by Union.

**D. CITY AGENTS**

The accredited Union Stewards and representatives of Union agree to deal with the City Manager or his/her designee as the agent of City in all matters relating to grievances, (consistent with the City Grievance Procedure), interpretation of this MOU, and any and all negotiations for the development of future MOU.

**E. MEMBERSHIP DUES PAYMENT**

The check for Union deductions shall be made payable and mailed monthly to:

AFSCME, Local 2703

1640 N. Street #220

Merced, California 95340

**F. PEOPLE PROGRAM**

The City shall deduct, as part of dues deduction for those employees who voluntarily elect such additional deduction, an amount designated for the "AFSCME PEOPLE PROGRAM". City shall account for such additional deductions separately when each check is mailed to the Union.

**ARTICLE V**

**(COMPENSATION)**

**A. WAGE INCREASE**

3% COLA on July 1, 2019

3% COLA on July 1, 2020

3% COLA on July 1, 2021

Revised salary schedules are attached as Exhibit B

**B. OVERTIME**

1. City and Employees shall comply with the minimum requirements of the Fair Labor Standards Act (FLSA). Paid hours in excess of eight (8) hours in a day and/or forty (40) hours in a week shall be paid as overtime if the employee actually worked more than eight (8) hours in a day or actually worked forty (40) hours during that week. For the purpose of computing actual hours worked refer to Article II (C). Overtime will be credited either as time and a half pay or time and a half comp time, at the employee's option. Employees may not accrue more than forty (40) hours of compensation time on the books, and comp time hours cannot be cashed out, except when the employee is retiring or separated from employment.
2. Overtime shall be offered on a rotational basis to full-time employees before being made available to part-time employees. Disputes regarding overtime assignments shall be resolved by seniority.

**C. STAND-BY PAY**

1. The City shall pay a flat rate of \$10.00 per day to employees who are required to stand-by during the period 5:00 PM Monday to 7:00 AM Tuesday; 5:00 PM Tuesday to 7:00 AM Wednesday; 5:00 PM Wednesday to 7:00 AM Thursday; and 5:00 PM Thursday to 7:00 AM Friday.
2. The City shall pay two (2) hours of straight pay per day to employees who are required to stand-by for call back on weekends. Weekend stand-by days shall begin at 5:00 PM on Friday and continue until 7:00 AM the following Monday.
3. Holiday stand-by days shall begin at 5:00 PM on the day preceding the holiday and continue until 7:00 AM on the day following the holiday.
4. Standby work is defined as when an employee must be within reach by telephone and within



such distance from the City that he/she can report to work within thirty (30) minutes.

5. All stand-by assignments shall be first made available for volunteers. Union members who volunteer shall be selected first before non-union member volunteers are selected. Should none volunteer, the Public Works Director, or management employee carrying said role, will then assign employees, first rotating through the non-union employees, then the Public works Full-time employees, beginning with the least senior. Once worked, the assigned employee will be moved to the bottom of the list and the rotation shall adjust accordingly.

**D. CALL BACK PAY**

Employees called back to work after working a regular work shift or while on stand-by shall be paid for a minimum of two (2) hours. Should "call back" extend beyond two (2) hours of actual work, the actual work shall be charged as overtime.

**E. HOLIDAY PAY**

Employees required to work on a day the City observes a holiday shall be paid at the rate of double time for actual hours worked up to eight (8) hours on the holiday, plus regular pay for the holiday. Hours in excess of eight (8) hours worked on a holiday shall be paid at the rate of double time.

**F. WEEKEND COVERAGE PAY**

Public Works Employees scheduled to work weekends, pursuant to Article II (C) 4, shall be compensated, in addition to regular pay, a flat rate of \$50.00 per day providing that employee actually works an eight (8) hour shift each day excluding vacation or sick leave.

**G. TIME CLOCK**

All public works employees are to punch the time clock when they arrive at work. The employee is to punch out at lunchtime and punch back in when said employee returns to work. Employees shall only punch their own time cards.

**ARTICLE VI**  
**(MISCELLANEOUS)**

**A. REST PERIODS**

Employees shall be allowed rest periods (coffee breaks) not to exceed fifteen (15) minutes, once before the lunch break and once after the lunch break during each work shift without loss of pay. Rest periods and locations shall be scheduled in accordance with the requirements of the Department.

1. Employees shall receive one (1) sixty (60) minute lunch break during the work shift at 12:00 PM. Employees who are assigned to special duties that require amended lunch hours, such as front office lunch hour coverage and street sweeping, shall have their lunch periods assigned and/or approved by their respective department heads. Should an employee be called out by a supervisor or the Public Works Director, said employee shall be allowed to complete their full hour of the lunch break.
2. Lunch breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early without supervisory approval.

**B. CLEAN UP TIME**

Employees who are required to become dirty while on the job, shall be allowed 15 minutes for a personal clean up period prior to the end of each work shift and prior to their lunch break, if necessary.

**C. PROTECTIVE CLOTHING**

If any employee is required to wear any protective clothing or device, the item will be provided by City. Union and City shall agree to a reasonable life expectancy for such articles. If any such article(s) is lost or damaged through negligence on the part of the employee, it shall be replaced at the expense of the employee. In cases where chemical or toxic materials are regularly used by an employee, a yearly medical examination shall be provided at City's expense. City shall provide rain gear for use by Public

Works employees. City will replace rain gear that wears out or is damaged on the job. Employees to whom rain gear has been provided shall be responsible for replacement of that gear if it is lost or damaged due to the employee's negligence. All such gear shall be returned to City upon termination or resignation of the employee, or for the issuance of new gear.

**D. UNIFORMS**

City will provide full-time Public Works employees with five (5) shirts and five (5) pairs of pants.

Each employee shall be responsible for cleaning his/her uniforms. Replacement of worn uniforms shall be at City's expense. The City is to provide one (1) pair of safety work boots with steel shank and steel toe per fiscal year. The safety work boots shall be up to \$185, including tax, and is eligible for replacement July 1<sup>st</sup> of each year beginning July 1, 2019. The use of safety work boots shall be mandatory for those employees. Jackets shall be replaced every four (4) years.

EMPLOYEES SHALL NOT PURCHASE ALCOHOL (BEER, WINE, ETC.) WHILE IN CITY UNIFORM.

**E. VACATION**

1. Employees shall accrue vacation credits at the following rates:

Up to five (5) years of service: 3.08 hours per pay period

More than five (5) years of service: 4.62 hours per pay period

More than ten (10) years of service: 6.16 hours per pay period

2. Vacation will be scheduled not less than fourteen (14) days in advance, with the prime consideration being that necessary functions of the department are adequately maintained. Whenever two (2) or more employees choose the same vacation period, the matter will be settled on the basis of seniority.

3. Emergency vacation leave of less than five (5) working days may be granted if the

employee gives as much prior notice as is reasonably possible and it is a true emergency. Requests for emergency leave will not be denied unless the functions of that department would be seriously jeopardized by the absence of the employee. Employees will schedule vacation time off on an annual basis.

4. Maximum vacation accrual shall not exceed 320 hours of vacation. An employee shall not accrue vacation hours in excess of the maximum accrual of 320 hours. Hours may be re-accumulated if the vacation leave balance falls below the maximum.
5. Any employee of this bargaining unit may cash out, up to 40 hours of vacation time once per fiscal year. Employee cashing out vacation must have a minimum of 80 hours of accrued vacation at the time of this request to be eligible.

#### **F. HOLIDAYS**

- |     |                               |  |
|-----|-------------------------------|--|
| 1.  | New Year's Day                | (January 1)  |
| 2.  | Martin Luther King's Birthday | (3 <sup>rd</sup> Monday in January)                        |
| 3.  | Lincoln's Birthday            | (February 12)  |
| 4.  | President's Day               | (3 <sup>rd</sup> Monday in February)                       |
| 5.  | Cesar Chavez                  | (March 31)   |
| 6.  | ½ Day Good Friday             | (Friday before Easter)                                     |
| 7.  | Memorial Day                  | (Last Monday in May)                                       |
| 8.  | Independence Day              | (July 4)   |
| 9.  | Labor Day                     | (1 <sup>st</sup> Monday in September)                      |
| 10. | Columbus Day                  | (2 <sup>nd</sup> Monday in October)                        |
| 11. | Veteran's Day                 | (November 11)  |
| 12. | Thanksgiving Day              | (As declared in November) <i>Friday after Thanksgiving</i> |

13. ½ Day Christmas Eve (December 24)
14. Christmas Day (December 25)
15. ½ Day New Year's Eve (December 31)
16. Optional Holiday (Employee's choice)
  - a. Whenever any such holiday falls on a Saturday, the preceding Friday shall be taken as the holiday. Whenever any such holiday falls on a Sunday, the following Monday shall be taken as the holiday.
  - b. Optional Holiday shall be observed in the year earned between July 1<sup>st</sup> and June 30<sup>th</sup>. Failure to take the optional Holiday will result in forfeiture.
  - c. Any day or part of a day declared by the President of the United States or the Governor of California to be a national day of mourning or celebration shall be observed as a Holiday.
  - d. Eligibility for Holiday pay, excluding optional Holidays, for holidays not worked is subject to the following:
    - i. An employee has a pre-authorized absence the day before or the day after a holiday then that employee shall be paid for the holiday.
    - ii. If an Employee calls in sick the day before or the day after a holiday will be paid in the first instance in a calendar year. The second instance and all other instances of an employee calling in sick the day before or the day after a holiday will require a doctors certificate in order to receive the holiday pay.

**G. SICK LEAVE**

1. Sick leave with pay shall accrue at the rate of 3.70 hours per pay period.
2. At least one (1) hour prior to the start of their scheduled shift, an employee who is going to



be absent on sick leave shall contact his/her immediate supervisor that he/she will be on sick leave.

3. An employee will be granted sick leave only for the following reasons:
  - a. Personal illness or incapacity;
  - b. Illness of a member of the employee's household or immediate family which requires the employees' personal care and attendance, not to exceed three (3) working days in any calendar year; or
  - c. Death of a member of the employee's household or immediate family, not to exceed five (5) working days for any one death. Immediate family shall be restricted to father, mother, stepfather, stepmother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, grandchildren, foster children, and adopted children.
4. Employees on sick leave may be required to present a doctor's note. The requirement for a doctor's note shall be imposed only when there is reason to suspect the employee of abusing sick leave. The employer shall consider Family and Medical Leave Act on a case by case basis.
5. The employee may accumulate an unlimited amount of sick leave. However, the maximum amount that an employee may receive for unused sick leave, upon separation or retirement, is \$1,000.00. An employee is only eligible for this payment if they have worked for the City for five (5) years.

#### **H. BEREAVEMENT LEAVE**

Employees shall be granted two days of bereavement leave in the event of the death of a family member as defined in G.3. Employees may take an additional four (4) days of sick and/or vacation leave for qualifying bereavement leaves, to a combined total of six (6) days.

**I. STATE DISABILITY INSURANCE**

City shall pay the full cost of Employees' Insurance (SDI).

**J. INSURANCE BENEFITS**

1. The City of Mendota shall provide medical insurance to its employees and dependents, with premium coverage up to the following capped levels of monthly premium contribution:

A) Employee Only:	\$400
B) Employee and Spouse:	\$850
C) Employee and Children:	\$600
D) Family:	\$1,000

These are the maximum values for the City's contribution towards medical insurance premiums. Any increase above these amounts shall be at the expense of the employee. This is coverage of the premium, not a payable benefit in that if the premium falls below the cap, the difference is not paid to the employee,

2. The City will obtain a life, health; dental, orthodontic, and visual care insurance plan for full-time permanent employees and their dependents. City will pay the full premium for life, dental and visual care for existing employees and their dependents.
3. Employees covered by health insurance from a different source, such as through spouse's employment, may elect to receive a maximum of \$500.00 in lieu of insurance coverage.

**K. RETIREMENT PLAN**

1. The benefit contract in effect between the City of Mendota and the Public Employees Retirement System (PERS) on behalf of eligible permanent full-time employees of this unit is 2% at age 62.
  - The employee will make the full employee contributions to the plan.

- The employer will make the full employer contributions to the plan.

All new employees hired on or after January 1, 2013 and are new Miscellaneous members of Public Employees Retirement System (PERS), pursuant to the Public Employee's Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Miscellaneous 2% @ 62 Retirement Plan.

2. All PERS contribution paid by the employees shall be paid on a pre-tax basis as per IRS code.

#### **L. LOCK-OUT AND STRIKE**

No lockout of employees shall be instituted by City during the term of this Agreement. No strike, slow down, sickout or "blue flu" shall be conducted, participated in, caused, or encouraged by Union or the members of Union during the term of this Agreement.

#### **M. BULLETIN BOARDS**

City shall furnish suitable bulletin boards for use by union. City shall post announcements for all personnel examinations and job openings on these boards. Union May post other matters relating to Union on the boards.

#### **N. SENIORITY**

1. Whenever two or more employees in the same class possess and exhibit the same degree of merit, with regard to filling vacancies, temporary appointments or overtime, the assignment shall be given to the employee possessing the greater seniority in the same class. As used herein, seniority shall be defined as length of total service in a current classification.
2. Merit shall be determined by City based on the following criteria:
  - a. Ability to perform assigned duties effectively;
  - b. Ability to work harmoniously with others;

- c. Overall work performance, including any disciplinary actions;
- d. Ability to take direction;
- e. Attendance record;
- f. Skills and qualifications.

## ARTICLE VII

### (TERMINATION)

The term of this Agreement shall be July 1, 2019 through June 30, 2022. The terms of this MOU shall remain in effect until such time as a successor Agreement is negotiated, ratified, and signed by the parties.

During the life of the MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this MOU, such party shall request in writing to meet and confer on the item. Each item shall be specified in writing prior to the meeting. This provision shall not create the right to renegotiate this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hand this 1<sup>st</sup> day of July, 2019.

CITY OF MENDOTA

AMERICAN FEDERATION OF STATE,  
COUNTY, MUNICIPAL EMPLOYEES,  
AFLCIO Local 2703 Mendota Chapter

By: \_\_\_\_\_  
Cristian Gonzalez  
City Manager

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Vice President

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Union Representative

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES 2703**  
**AND**  
**THE CITY OF MENDOTA**  
**SIDE LETTER AGREEMENT REGARDING NEW EMPLOYEE ORIENTATION ACCESS**  
**AND DISCLOSURE OF EMPLOYEE CONTACT INFORMATION**

The City of Mendota and the AFSCME 2703 Mendota Employees Unit (hereinafter "Union"), jointly referred to as "Parties," enter into this Agreement to implement the terms of Government Code sections 3555-3559. The Parties agree that the terms of this Agreement are incorporated into the existing Memorandum of Understanding (MOU) between them by specific reference.

The Parties acknowledge that this Agreement, once implemented by both Parties, fully complies with and exhausts the Parties' obligation to negotiate pursuant to Government Code Section 3557. Due to such agreement, compulsory arbitration pursuant to Government Code Section 3557 is waived for so long as this Agreement is in effect.

**New Employee Orientation and New Employee Onboarding**

This shall apply to all new employees hired after the date of this Agreement who are appointed to a classification within the AFSCME 2703 Mendota City Employees bargaining unit. The Parties acknowledge that the City provides a new employee orientation (NEO) or an Onboarding presentation to all new employees hired by the City.

The Union will be provided not less than ten (10) calendar days' advance notice of the time, date and location of the orientation or the new employee Onboarding process, including the number of bargaining unit employees in attendance. An exception to the ten (10) calendar days' advance notice requirement is if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the City's operations and is not reasonably foreseeable.

At the end of the new employee orientation meeting or Onboarding process, the Union will be given fifteen (15) minutes as part of the new employee orientation meeting or Onboarding process to present Union membership information to employee/s in the Union's bargaining unit. No more than two (2) representatives of the Union may present the information to the employees. This could include a Chapter board member, officer, or steward and a Union representative designated by the Union.

The purpose and content of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Union portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the City that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are City employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation provided the Union provides City HR with the employee's name prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.



**Information Provided**

The City will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the City has the information on file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the City (new hires only)
- Home address

Such information will be provided in a manner consistent with Government Code Section 6207 for a participant in the address confidentiality program established pursuant to Chapter 3.1 (commencing with Government Code Section 6205) of Division 7, and in a manner consistent with employee privacy requirements described in *County of Los Angeles v. Los Angeles County Employee Relations Com.* (2013) 56 Cal.4th 905.

Subject to the foregoing paragraph, such information will be provided as follows:

- For new hires, within thirty (30) days of the date of hire or by the first pay period of the month following hire.
- Regularly, for all bargaining unit employees on each calendar year quarter.


Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

For the City:

  
Cristian Gonzalez, City Manager

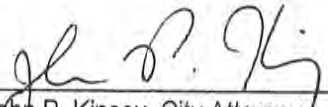
Date: 2/13/19

For the Union:

  
Debbie Macias, Union Representative

Date: 3-7-19

Approved as to Form:

  
John P. Kinsey, City Attorney

# CITY OF MENDOTA Salary Schedule (Hourly Wages)

Created: 06/2013

Revised: 07/2013

Revised: 11/2013

Revised: 12/2013

Revised: 06/2014

Revised: 08/2014

Revised: 07/2015

Revised: 01/2016

Revised: 03/2016

Revised: 07/2016

Revised: 07/2016 pt. 2

Revised: 07/2017

Revised: 07/2017 pt. 2

Revised: 07/2018

Revised: 01/2019

Revised: 05/2019

Revised: 07/2019

Positions/Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Assistant I	12.8175	13.4584	14.1313	14.8379	15.5798	16.3587	17.1767	18.0355	18.9373	19.8841
Administrative Assistant II	14.1138	14.8195	15.5605	16.3385	17.1554	18.0132	18.9138	19.8595	20.8525	21.8951
Administrative Assistant III	15.0770	15.8309	16.6224	17.4535	18.3262	19.2425	20.2046	21.2149	22.2756	23.3894
Community Service Officer	14.1138	14.8195	15.5605	16.3385	17.1554	18.0132	18.9138	19.8595	20.8525	21.8951
Maintenance Worker I	14.4014	15.1215	15.8775	16.6714	17.5050	18.3802	19.2993	20.2642	21.2774	22.3413
Maintenance Worker II	16.6590	17.4920	18.3665	19.2849	20.2491	21.2616	22.3247	23.4409	24.6129	25.8436
Maintenance Worker III	17.5815	18.4606	19.3836	20.3528	21.3704	22.4389	23.5609	24.7389	25.9759	27.2747
Groundskeeper	13.7232	14.4094	15.1298	15.8863	16.6806	17.5147	18.3904	19.3099	20.2754	21.2892
Public Works Foreman	20.5189	21.5448	22.6221	23.7532	24.9409	26.1879	27.4973	28.8722	30.3158	31.8315
Police Records Clerk	12.8175	13.4584	14.1313	14.8379	15.5798	16.3587	17.1767	18.0355	18.9373	19.8841
Water/Wastewater Operator I	16.6712	17.5048	18.3800	19.2990	20.2639	21.2771	22.3410	23.4581	24.6310	25.8625
Water/Wastewater Operator II	21.2771	22.3410	23.4580	24.6309	25.8624	27.1556	28.5133	29.9390	31.4360	33.0078

\*Remove in 2020

\*Remove in 2021

\*Remove in 2022

# CITY OF MENDOTA Salary Schedule (Hourly Wages)

Created: 06/2013

Revised: 07/2013

Revised: 11/2013

Revised: 12/2013

Revised: 06/2014

Revised: 08/2014

Revised: 07/2015

Revised: 01/2016

Revised: 03/2016

Revised: 07/2016

Revised: 07/2016 pt. 2

Revised: 07/2017

Revised: 07/2017 pt. 2

Revised: 07/2018

Revised: 01/2019

Revised: 05/2019

Revised: 07/2019

Revised: 01/2020

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative Assistant I	13.4594	14.1313	14.8379	15.5798	16.3587	17.1767	18.0355	18.9373	19.8841
Administrative Assistant II	14.8195	15.5605	16.3385	17.1554	18.0132	18.9138	19.8595	20.8525	21.8951
Administrative Assistant III	15.6309	16.6224	17.4535	18.3262	19.2425	20.2046	21.2149	22.2756	23.3894
Community Service Officer	14.8195	15.5605	16.3385	17.1554	18.0132	18.9138	19.8595	20.8525	21.8951
Maintenance Worker I	15.1215	15.8775	16.6714	17.5050	18.3802	19.2993	20.2642	21.2774	22.3413
Maintenance Worker II	17.4920	18.3665	19.2849	20.2491	21.2616	22.3247	23.4409	24.6129	25.8436
Maintenance Worker III	18.4606	19.3836	20.3528	21.3704	22.4389	23.5609	24.7389	25.9759	27.2747
Groundskeeper	14.4094	15.1298	15.8863	16.6806	17.5147	18.3904	19.3099	20.2754	21.2892
Public Works Foreman	21.5448	22.6221	23.7532	24.9409	26.1879	27.4973	28.8722	30.3158	31.8315
Police Records Clerk	13.4584	14.1313	14.8379	15.5798	16.3587	17.1767	18.0355	18.9373	19.8841
Water/Wastewater Operator I	17.5048	18.3800	19.2990	20.2639	21.2771	22.3410	23.4581	24.6310	25.8625
Water/Wastewater Operator II	22.3410	23.4580	24.6309	25.8624	27.1556	28.5133	29.9390	31.4360	33.0078
*Remove in 2021		*Remove in 2022							

# CITY OF MENDOTA Salary Schedule (Hourly Wages)

Created: 06/2013  
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Revised: 07/2017  
Revised: 07/2017 pt. 2  
Revised: 07/2018  
Revised: 01/2019  
Revised: 05/2019  
Revised: 07/2019  
Revised: 01/2020  
Revised: 07/2020

Positional/Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative Assistant I	13,8621	14,5552	15,2830	16,0471	16,8495	17,6919	18,5765	19,5054	20,4806
Administrative Assistant II	15,2640	16,0272	16,8286	17,6700	18,5535	19,4812	20,4552	21,4780	22,5519
Administrative Assistant III	16,3058	17,1211	17,9771	18,8760	19,8198	20,8108	21,8513	22,9439	24,0911
Community Service Officer	15,2640	16,0272	16,8286	17,6700	18,5535	19,4812	20,4552	21,4780	22,5519
Maintenance Worker I	15,5751	16,3539	17,1715	18,0301	18,9316	19,8782	20,8721	21,9157	23,0115
Maintenance Worker II	18,0147	18,9154	19,8612	20,8543	21,8970	22,9918	24,1414	25,3485	26,6159
Maintenance Worker III	19,0144	19,9651	20,9634	22,0115	23,1121	24,2677	25,4811	26,7552	28,0929
Groundskeeper	14,8416	15,5837	16,3629	17,1810	18,0401	18,9421	19,8892	20,8836	21,9278
Public Works Foreman	22,1911	23,3007	24,4657	25,6890	26,9734	28,3221	29,7382	31,2251	32,7864
Police Records Clerk	13,8621	14,5552	15,2830	16,0471	16,8495	17,6919	18,5765	19,5054	20,4806
Water/Wastewater Operator I	18,0299	18,9314	19,8780	20,8719	21,9155	23,0112	24,1618	25,3699	26,6384
Water/Wastewater Operator II	23,0112	24,1618	25,3698	26,6383	27,9703	29,3688	30,8372	32,3791	33,9980

\*Remove in 2021

\*Remove in 2022

# CITY OF MENDOTA

## Salary Schedule (Hourly Wages)

Created: 06/2013  
 Revised: 07/2013  
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 Revised: 07/2018  
 Revised: 01/2019  
 Revised: 05/2019  
 Revised: 07/2019  
 Revised: 01/2020  
 Revised: 07/2020  
 Revised: 01/2021

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I	14,552	15,283	16,047	16,849	17,691	18,576	19,504	20,480
Administrative Assistant II	16,022	16,826	17,670	18,535	19,412	20,452	21,478	22,519
Administrative Assistant III	17,121	17,971	18,870	19,819	20,808	21,853	22,943	24,091
Community Service Officer	16,022	16,826	17,670	18,535	19,412	20,452	21,478	22,519
Maintenance Worker I	16,359	17,175	18,031	18,936	19,872	20,871	21,917	23,015
Maintenance Worker II	18,914	19,862	20,854	21,897	22,991	24,144	25,348	26,619
Maintenance Worker III	19,961	20,964	22,015	23,121	24,277	25,481	26,752	28,092
Groundskeeper	15,583	16,329	17,181	18,041	18,942	19,882	20,883	21,928
Public Works Foreman	23,307	24,467	25,680	26,974	28,321	29,732	31,221	32,784
Police Records Clerk	14,552	15,283	16,047	16,849	17,691	18,576	19,504	20,480
Water/Wastewater Operator I	18,934	19,878	20,879	21,915	23,012	24,168	25,389	26,634
Water/Wastewater Operator II	24,168	25,388	26,633	27,903	29,388	30,872	32,379	33,980

\*Remove in 2022



# CITY OF MENDOTA Salary Schedule (Hourly Wages)

Created: 06/2013  
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 Revised: 07/2018  
 Revised: 01/2019  
 Revised: 05/2019  
 Revised: 07/2019  
 Revised: 01/2020  
 Revised: 07/2020  
 Revised: 01/2021  
 Revised: 07/2021

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I	14,9918	15,7414	16,5285	17,3549	18,2226	19,1338	20,0904	21,0950
Administrative Assistant II	16,5080	17,3334	18,2001	19,1101	20,0656	21,0689	22,1223	23,2284
Administrative Assistant III	17,6347	18,5164	19,4423	20,4144	21,4351	22,5068	23,6322	24,8138
Community Service Officer	16,5080	17,3334	18,2001	19,1101	20,0656	21,0689	22,1223	23,2284
Maintenance Worker I	16,8445	17,6867	18,5711	19,4996	20,4746	21,4983	22,5732	23,7019
Maintenance Worker II	19,4828	20,4569	21,4798	22,5538	23,6815	24,8655	26,1088	27,4143
Maintenance Worker III	20,5640	21,5922	22,6718	23,8054	24,9957	26,2455	27,5577	28,9356
Groundskeeper	16,0512	16,8538	17,6964	18,5813	19,5103	20,4859	21,5101	22,5857
Public Works Foreman	23,9997	25,1997	26,4597	27,7827	29,1718	30,6304	32,1619	33,7700
Police Records Clerk	14,9918	15,7414	16,5285	17,3549	18,2226	19,1338	20,0904	21,0950
Water/Wastewater Operator I	19,4993	20,4743	21,4980	22,5729	23,7015	24,8866	26,1309	27,4375
Water/Wastewater Operator II	24,8866	26,1309	27,4375	28,8094	30,2498	31,7623	33,3504	35,0179

\*Remove in 2022

# **CITY OF MENDOTA** **Salary Schedule (Hourly Wages)**

Created: 06/2013  
 Revised: 07/2013  
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 Revised: 07/2019  
 Revised: 01/2020  
 Revised: 07/2020  
 Revised: 01/2021  
 Revised: 07/2021  
 Revised: 01/2022

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant I	16,5285	17,3549	18,2226	19,1338	20,0905	21,0950
Administrative Assistant II	18,2001	19,1101	20,0656	21,0689	22,1223	23,2284
Administrative Assistant III	19,4422	20,4143	21,4350	22,5068	23,6321	24,8137
Community Service Officer	18,2001	19,1101	20,0656	21,0689	22,1223	23,2284
Maintenance Worker I	18,5709	19,4995	20,4745	21,4982	22,5731	23,7017
Maintenance Worker II	21,4799	22,5538	23,6815	24,8656	26,1089	27,4143
Maintenance Worker III	22,6719	23,8055	24,9958	26,2456	27,5579	28,9357
Groundskeeper	17,6964	18,5812	19,5103	20,4858	21,5101	22,5856
Public Works Foreman	26,4596	27,7826	29,1717	30,6303	32,1618	33,7699
Police Records Clerk	16,5285	17,3549	18,2226	19,1338	20,0905	21,0950
Water/Wastewater Operator I	21,4980	22,5729	23,7016	24,8866	26,1310	27,4375
Water/Wastewater Operator II	27,4373	28,8092	30,2497	31,7622	33,3503	35,0178