MEMORANDUM OF UNDERSTANDING

Agreement

between

CHICO AREA RECREATION & PARK DISTRICT

— and —

General Unit Service Employees International Union

Local 1021

TERM

July 1, 2024 – June 30, 2026

Established 1948 · Chico, California

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Article 1 – General Provisions

Preamble

1.1 General Unit Service Employees International Union, (hereafter called General Unit) and the Chico Area Recreation and Park District (hereafter referred to as the District) have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the members represented by General Unit, have exchanged information, opinions and proposals, and have reached agreement on matters relating to the employment conditions and employer-employee relations of said employees. This Memorandum of Understanding (MOU/Agreement) is entered into pursuant to the Meyers-Milias- Brown Act (Government Code Sections 3500-3510).

Definitions

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

1.3 District: The Chico Area Recreation and Park District (CARD) or the General Manager, and/or officer thereof acting on behalf of CARD with regard to the provisions of this memorandum.

1.4 Board of Directors: The elected governing board of CARD.

1.5 General Manager: The General Manager of the District.

1.6 General Unit: Is either General Unit Service Employees International Union (SEIU), or Officer thereof acting on behalf of SEIU, with regard to this memorandum.

1.7 General Unit Representative: The individual of General Unit who is authorized to speak on behalf of the unit with regard to the provisions of this memorandum.

1.8 Employee or Employees: Shall mean, non-supervisorial full-time employees of the District's Park Division who have successfully completed his, her or their probationary period are covered by this memorandum.

1.9 Workweek: Is any Seven (7) day period established by the District in which Employees occupying full-time positions shall not exceed forty (40) work hours. Except as provided in Section 6.2.

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

1.11 Overtime: Any time worked over forty (40) hours in a designated seven (7) day workweek.

1.12 Seniority: The employee's original full-time date of hire with the District with no break in service. If there is a break in service, the most recent full-time hire date shall be used. In the

event two or more employees have the same date of hire, the employee in the highest technical classification will be senior. If there is a tie in classification, seniority will be determined by the General Manager or designee in consultation with SEIU leadership.

1.13 Uniform: Is defined as those items of work clothing consisting of a shirt and trousers that have been approved by the District, or substitute items as approved by the General Manager.

1.14 Workers' Compensation: The Compensation Insurance Payment the employee receives resulting when that employee is injured on the job and is required by a qualified physician to take leave from normal duties.

1.15 State Disability Insurance: The Disability Insurance Payment the employee receives resulting when that Employee is injured off the job and is required by a qualified physician to take leave from normal duties.

1.16 Dependents: The Employee's spouse and all unmarried children as allowed by law, or as accepted by the health coverage.

1.17 Lock Out: Is a denial of employment by the District to Employees during meet and confers proceedings for the purpose of forcing the bargaining unit to agree to terms set forth by the District.

Non-Discrimination

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

Superseding Clause

1.19 Unless otherwise specifically provided herein, this Agreement shall not affect or supersede the District's annual budget, the District's Employee Manual, District Administrative Procedures, nor shall this Agreement affect any state or federal statutes, and, unless specifically stated in the Agreement, no other salary or benefit provisions will apply.

Article 2 – Recognition

2.1 Organizational Security

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

2.2 Use of District Facilities

a. General Unit shall be allowed use of assigned space on available bulletin boards for communications having to do with official General Unit business, upon approval of the General Manager.

b. The District may make available conference rooms and other meeting areas specified by the District for the purpose of holding General Unit business meetings during off-duty hours. General Unit shall provide at least three (3) days advance notice to the District of such scheduled meeting and General Unit agrees to be held responsible for security and cleanup of such meeting areas.

2.3 Advance Notice

This District shall provide notice of at least five (5) business days of additions, deletions, or changes to any District policy, ordinance, resolution, or regulation relating to matters contained in this agreement. Proposed changes shall not be implemented until the completion of the meet and confer process.

2.4 Membership Dues Deductions

The District will provide payroll deductions for membership dues, which would include a provision to add General Unit sponsored insurance premium payments to that deduction when requested by an Employee. General Unit shall provide the District with a written authorization signed by an Employee authorizing the payroll deduction and setting forth the full amount to be deducted each month.

a. The District will rely upon the information provided by the General Unit in processing due deductions from the pay of unit members, which shall occur in the first and second pay periods of each month. No deduction of dues shall be made during any pay period in which an employee's earnings, after all other deductions are made, are insufficient to cover the full amount of the dues.

b. Deduction shall be made each pay period and a check for the total monthly deductions shall be submitted to SEIU within five (5) working days after the end of each month. However, when an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period from future earnings. Moreover, in the case of an employee who is in a non-pay status during less than an entire pay period and whose earnings, after all other deductions are made, are insufficient to cover the full amount of the dues, no deduction shall be.

c. The Union shall provide written notice to the District at least 14 calendar days before a change in the amount of dues and identify the changed amounts.

2.5 Hold Harmless

General Unit agrees to indemnify, defend, and hold the District harmless against any claim made of any nature and against any suit instituted against the District arising from its payroll deduction for General Unit dues and deductions.

2.6 General Unit and District Communication

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

2.7 Attendance at Meetings by Employees

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

2.8 Labor-Management Meetings

As necessary, the District shall meet with General Unit to discuss matters of concern, if any, arising under the terms of this agreement.

Article 3 – Management Rights

3.1 The District retains and reserves unto itself, without limitation, whether exercised or not, all powers, rights, authorities, duties and responsibilities which have not been specifically abridged, delegated or modified by this Agreement.

Article 4 – Effect of Agreement

4.1 Severability

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

4.2 Full Agreement

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

4.3 Term of the Agreement

This Agreement is for the period of July 1, 2024, through June 30, 2026, and shall remain in force thereafter from year to year unless the General Unit or the District files written notice as early as one hundred twenty (120) but not later than sixty (60) days prior to expiration of this Agreement of their desire to amend, modify, or terminate the Agreement.

4.4 Proportionate Equity – (Original language)

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

4.5 Re-bargaining

At least once during the term of this Agreement, either party may reopen bargaining the purpose of meeting and conferring on staffing loads in relation to growth or reduction in the District's buildings and landholdings which must be served by employees holding classifications recognized pursuant to this Agreement, temporary employees, or through maintenance contracts with outside vendors.

Article 5 – Concerted Activities

5.1 Essential Services

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

5.2 Lock Out

The District agrees not to execute a Lock Out against any Employee during the term of this Agreement.

5.3 Work Stoppage

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

In the event of any Work Stoppage during the term of this Agreement, whether by General Unit or Employees, General Unit by its officers, shall immediately declare in writing and publicize that such Work Stoppage is illegal, unauthorized, and further direct its members in writing to cease said conduct and resume work. Copies of such written notice shall be provided to the District. In the event of any Work Stoppage, General Unit shall promptly, and in good faith, perform the obligations of this paragraph, and providing that General Unit has not otherwise authorized, permitted, or encouraged such Work Stoppage, General Unit shall not be liable for damages caused by the violations of this provision; however, the District shall have the right to discipline, to include termination, any employee who instigates, participates in, or gives leadership to, any work stoppage activity, herein prohibited, and the District shall also have the right to seek full legal redress including damages against the employee(s).

Article 6 – Employment

6.1 Hiring

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

6.2 Days and Hours of Work

The District and General Unit agree that the nature of the District's operation requires that a change in schedule of Employees' hours and workweek may be directly related to seasonal activities that the District conducts. Therefore, it is understood during certain seasons of the year, the Employees may be required to accept a weekly schedule that may be different, depending on the season. However, the standard workweek for Employees will consist of a seven (7) day period not to exceed forty (40) hours. The seven (7) day workweek shall begin Saturday at 12:00 a.m. and end Friday at 11 :59 p.m. and may include working both Saturday and Sunday.

When an Employee works ten (10) days in a row as scheduled to cover normal weekend duties, the Employee will be granted four (4) hours of compensated time off ("CTO") for each ten (10) day period continuously worked. All compensated time off must be scheduled at a time which does not unduly disrupt the operations of the District and approved by the General Manager or designee. An Employee may accrue CTO during the fiscal year, but absent special circumstances, any accrued but unused CTO hours over 15 hours will be paid out to the Employee on June 30th of each calendar year.

6.3 Probationary Period

a. A probationary period is the period of credited service an employee who has received a probationary appointment shall serve in order to qualify for a permanent position.
b. All original and promotional appointments shall be tentative and subject to probationary period of one (1) year.
c. The probationary period is an extension of the examination period. It shall be utilized to closely observe the Employee's work, to secure the most effective adjustment of a new Employee to their position and terminate any probationary Employee whose performance does not meet the required standards for work.
d. Before the end of the probationary period, if the service of the probationary Employee has been satisfactory to the District, the General Manager shall appoint the Employee to a permanent position.
    i. Positions approved by the Board of Directors as Temporary for a specified period of time are not eligible for permanent appointments.

6.4 Appointment Termination

During the probationary period the General Manager, without the right of review, may terminate an original appointment or reject a promotional appointment at any time. An Employee rejected during the probationary period following a promotional appointment, may be reinstated to the position from which they were promoted.

6.5 Meal and Rest Periods

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

6.6 Milage

Employees shall be compensated at the current Internal Revenue Service allowable rate for the use of private vehicles on District business.

6.7 Layoff

The General Manager may lay off any Employee in the event a shortage of work or funds require a reduction in personnel. The General Manager shall use inverse seniority to determine the reduction of force except if operational necessity requires particular classifications, technical experience, specialties, or certifications.

a. All full-time employees shall be entitled to a minimum notice of two weeks prior to the effective layoff date.
b. The District agrees to lay off part-time employees prior to full-time employees, except when the General Manager determines that part-time employees are performing essential functions of the District or are engaged in revenue-generating activities.
c. The District shall meet and confer in good faith with General Unit representatives prior to conducting a reduction in force.

6.8 Re-employment

a. During layoffs, a re-employment list shall be established to maintain a record of seniority.
b. The re-employment list will be used to fill vacancies within a classification for 12 months from the date of the Employee's separation from the District.

Article 7 – Wages

7.1 Salaries

Effective July 1, 2024, the District will exercise the Buy Back option for six (6) leave days during the Christmas and New Year holidays granted in 1992 in exchange for a 3% salary increase to unit members.

a. The implementation of the Buy Back and associated salary increase shall be deferred to the pay period prior to the 2025/26 winter break.

7.2 General Salary Increases

On July 1, 2024, the District will provide a two percent (2%) general salary increase to unit employees.

On July 1, 2025, the District will provide a two percent (2%) general salary increase to unit employees.

7.3 Longevity Pay

For fiscal year 2025/2026, effective July 1, 2025, unit employees serving in positions for 10, 15, and 20 years will receive a two- and one-half percent (2.5%) longevity increase at each milestone.

b. To be eligible, the Employee must not have received disciplinary action as defined in Article 12 in a three (3) year period and have a satisfactory (meets expectations) evaluation on file.

7.4 Call Back Pay

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

7.5 Hazardous Duty Pay

Any Employee in a classification recognized pursuant to this Agreement who is required to perform tree-climbing, utilization of boom sprayer to apply herbicides/insecticides, ladder work or overhead bucket/crane operation greater than twelve (12) feet above the ground shall be entitled to a twenty percent (20%) pay differential for increments of four (4) hour blocks during which such work is performed. The Employee must receive prior authorization from the General Manager or designee prior to performing any work making the Employee eligible for differential pay under this section.

7.6 Overtime

The General Manager or their designated representative must authorize in advance of being worked all compensable overtime and call back pay. If prior authorization is not feasible because of emergency conditions, authorization must be obtained on the next regular working day following the date on which the overtime was worked.

a. Authorized overtime work shall apply to those Employees whose normal workweek is forty (40) hours during a seven-day period.

b. Time worked in excess of forty (40) hours in any workweek shall be credited at one and one-half 1½ hours CTO or overtime pay for each hour or portion thereof at the Employee's election.

c. Any Employee who accrues in excess of 80 hours CTO thereafter shall be paid overtime at one and one-half (1½) hours for each hour.

d. An Employee may accrue CTO during the fiscal year, but absent special circumstances, any accrued but unused CTO hours over 15 hours will be paid out to the Employee on June 30th of each calendar year.

e. On a holiday observed by the District, an Employee shall be paid or receive CTO for the actual time worked at one and one-half 1½ hours at the discretion of the Employee. The actual time worked on a holiday will apply to the 40-hour workweek.

f. In the event an Employee elects CTO in lieu of overtime pay, the Employee must make the election in the same pay period in which the overtime is worked.

Article 8 – Benefits

8.1 Medical and Dental Plans

The District shall provide to each Employee up to one thousand one hundred dollars ($1,100) toward District medical and dental coverage.

Beginning July 1, 2025, the District's health plan monthly allocation will increase to one thousand one hundred fifty dollars ($1,150).

a. The Employee can use this allocation to pay premiums for their IRS dependents and/or registered domestic partner enrolled on their plans.
b. The employee shall pay through payroll withholding the difference between the monthly premium and the allocated dollar amount provided by the District.
c. If an employee chooses an insurance plan whose total premium is less than the above allocated monthly amounts, the District shall not be required to provide more than the actual cost of the monthly premium.
d. If an employee has unused healthcare allocation, the District shall make a monthly contribution of up to one hundred fifty ($150) to the employee's Aflac plan. Employees that receive the monthly medical buyback are not be eligible for this benefit.

8.2 Plan Changes

The District shall notify the General Unit within seven calendar days of any changes proposed for the plans available to Employee, including, but not limited to, changes in premiums, benefits, or carrier. In such event, the District and the General Unit shall meet and confer in good faith on the proposed changes in plans referred to in this section, including, if such a contingency develops, the effects on this Agreement.

8.3 Deductible Reimbursement

The District will pay the Medical Health Plan Deductible over one hundred (100) and up to a maximum of two-hundred fifty dollars (250) total per calendar year for Employee and Dependents of the General Unit who elect to participate in the District's Medical Health Plan.

8.4 Vision Insurance

Vision Insurance is an electable benefit offered by the District.

8.5 Life Insurance

Employees are provided Basic Life Insurance coverage in the amount of fifty thousand dollars (50,000).

8.6 Health Insurance Buyback Option

An Employee electing to forgo participation in the group medical insurance plan will receive five hundred dollars ($500) per month. Such Employee can elect to deposit the monthly payment into the Employee's IRC 457 plan.

a. The Buyback is subject to all applicable state and federal taxes. In order to qualify for this option, an Employee must provide proof of valid medical coverage outside the District.
b. Employees forgoing medical insurance can elect to participate in dental and vision coverage with no subtraction to monthly buyback amount.

8.7 Retirement

All eligible full time Employees, include those in probationary status, will participate in the State of California Public Employees Retirement System (CalPERS).

8.8 Classic Employees

Classic Employees shall pay 8.0% of the required CalPERS member contribution set forth under Government Code section 20671 et seq., on a pre-tax basis. Such Employee contributions shall be credited to the employee's account.

8.9 PEPRA Employee

a. The defined benefit retirement formula for employees hired as of January 1, 2013, specified in the California Public Employees' Pension Reform Act of 2013 (PEPRA) is 2%@ age 62.
b. Per Government Code section 7522.30, and notwithstanding any other provision of this or any prior Memorandum of Understanding, Unit Members hired after January 1, 2013, contribute 50% of the total normal cost rate for their benefit plan. PEPRA member contribution rates are subject to increases or decreases each fiscal year based on CalPERS annual actuarial valuations.

8.10 Participation Fees

Employees and their immediate families shall receive a 20% reduction in CARD program participation fees. For the purposes of reduced fees, immediate family is defined as husband, wife, child, domestic partner, and domestic partner child only.

8.11 Uniforms

a. Employees may purchase required uniform items from vendors outside the Districts approved vendor list.
b. Employees will be held responsible for tracking their own purchases to ensure they do not exceed their four hundred fifty dollar ($450) annual allowance.
c. Employees are responsible for submitting receipts for all purchases to the District Finance Office for accounting purposes.
d. The District shall provide any protective clothing that may be required to safely perform the duties assigned.

Article 9 – Paid Time Off

9.1 Vacation

Employees shall accrue vacation per the following schedule:

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

9.2 Eligibility

Vacation is allowed after three months of employment.

9.3 Accrual Rate

An Employee may accrue vacation compensation up to a maximum amount equal to two (2) times the Employee's annual accrual rate. Accumulation in excess of this amount must be used by December 31. As of January 1 of each year only the cap will carry over. Carryover in excess of the cap must be approved by the Board of Directors.

a. Employees understand that this policy could result in the forfeiture of accrued vacation time and expressly waive the Employees rights to vested vacation time for (1) any vacation time beyond the cap that is not used by December 31, and (2) any vacation time beyond the cap that the Employee has accrued at the time of separating from the District.

9.4 Pay In Lieu

Employees who are eligible to accrue 15 or more days of a vacation in a fiscal year will be allowed to receive a maximum of one week's pay in lieu of one week's vacation. Employees shall request for such a payout in writing to be submitted to and approved by the General Manager. The payout will occur in the next corresponding pay period.

9.5 Requests

a. All vacation should be requested as far in advance as possible to cause the least amount of inconvenience to the District. Such requests must be approved by the General Manager or designee.
b. Employees who submit their schedule two (2) weeks prior to the first requested day off will be granted vacations based on seniority, where vacation requests may be in conflict with those of another Unit Employee(s). Vacation request within two (2) weeks of the first requested day will be considered on a first-come-first-served basis.

9.6 Separation

Employees, upon termination of service from the District, shall receive compensation for any unused portion of accrued vacation, at their current rate of pay.

9.7 Sick Leave

Employees shall receive one day of sick leave with pay per month of service. Unused sick leave may be accumulated and carried forward into each subsequent fiscal year and become part of the current allowance.

a. Employees who are on sick leave for three (3) or more continuous days may be required to present physician verification.

b. It is the responsibility of Employees to notify District Office as soon as possible if they are unable to report for work as scheduled.
c. An Employee who is injured or who becomes ill while on vacation shall be paid sick leave in lieu of vacation. The request for use of sick hours must be approved by the P the General Manager or designee.

9.8 Sick Leave Buyback

Upon termination or retirement, after five (5) years of continuous service, an Employee with more than 100 hours of accrued sick leave may be compensated for hours exceeding 100, up to a maximum of 360 hours, resulting in a total of 260 compensable hours. The compensation will be calculated at the Employee's hourly rate at the time of termination or retirement. This compensation is an alternative to using these hours for retirement credits under PERS.

9.9 Pay In Lieu of Sick Leave

During the month of December, an Employee with sick leave accruals of 310 hours or more, may elect to receive up to 40 hours pay in lieu of sick leave, less appropriate withholdings.

9.10 Personal Business Hours

During any fiscal year, an Employee may take up to 16 personal business hours off, exclusive of any other leave. Such time is not accruable from one fiscal year to the next, nor can such time be redeemed for cash at any time. Requests for use of Personal Business Hours are subject to section 9.2 and 9.5.

9.11 Holidays

a. New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
b. Should additional Federal Holidays be adopted by the government, they will be added to the list of paid holidays.
c. Employees must be in compensated status on their assigned workdays preceding and after the holiday in order to receive pay holiday.
d. When a designated federal holiday falls on Sunday, the following Monday will be observed. When a federal holiday falls on Saturday, the preceding Friday will be observed.

9.12 Other District Days Off

The day after Thanksgiving, Christmas Eve, and New Year’s Eve shall be observed by the District, except when District operations requires Employee coverage.

Article 10 –Leaves of Absence

Qualified Leaves

10.1 Family Care and Medical Leave Act (FMLA/CFRA)

The District offers up to twelve (12) weeks of unpaid leave to employees for qualifying reasons as required by law, including: (1) the birth and care of a newborn child; (2) the placement of a child with the employee for adoption or foster care; (3) care for the employee's spouse, child, parent, domestic partner, or the child of a domestic partner with a serious health condition; and (4) the employee's own serious health condition that prevents them from performing essential job functions.

Additionally, if the employee and the District meet the legal eligibility requirements, the District provides up to twenty-six (26) weeks of leave to allow an employee to care for a spouse, son, daughter, parent, or next of kin (as defined by law) who is a member of the Armed Forces, including the National Guard or Reserves, and is undergoing medical treatment, recuperation, therapy, or is on temporary disability retired status due to a serious illness or injury.

10.2 FMLA/CFRA Eligibility

To qualify for FMLA/CFRA leave, an employee must have been employed by the District for at least 12 months before the start of the leave and have worked a minimum of 1,250 hours during the 12-month period leading up to the requested leave.

10.3 Pregnancy Disability Leave (PDL)

An Employee who is disabled on account of pregnancy, childbirth, or related medical conditions may take a pregnancy-related disability leave, regardless of the number of hours worked or the employee's length of employment with the District.

10.4 PDL Duration

a. The maximum duration of PDL is based on the number of days the employee would normally work over a four-month period (approximately 17 and 1/3 weeks) if the leave is taken continuously from the start date. If the employee's schedule fluctuates month-to-month, the average number of hours worked during the four months preceding the leave will be used to calculate the employee's normal work schedule.
b. PDL does not need to be taken all at once. It can be used as needed, based on the employee's healthcare provider's recommendation, including intermittent leave or a reduced work schedule, with all time taken counting toward the employee's total leave entitlement.
c. As an alternative, the District may transfer the employee to a less strenuous or hazardous position if requested by the employee and advised by her healthcare provider, provided the transfer can be reasonably accommodated.
d. Leave taken under the Pregnancy Disability Leave policy runs concurrently with federal family and medical leave, but does not run concurrently with California family and medical leave.

10.5 Workers' Compensation Leave of Absence

Workers' Compensation (WC) disability leave is provided to employees who experience work-related illnesses or injuries, in accordance with state law. Whenever possible, the District will make reasonable efforts to accommodate these employees through modified work arrangements. Workers' Compensation covers injuries and illnesses that occur on the job and is fully funded by the employer. State Disability Insurance covers injuries or illnesses that occur off the job and is funded through payroll deductions from the employee's paycheck (SDI tax).

10.6 WC Notice and Reporting

a. It is the employee's responsibility to promptly notify the District of any work-related injury, illness, or occupational disease. Timely reporting is essential to receive benefits promptly and is required by law. Employees will not face retaliation or discrimination for reporting work-related injuries, illnesses, accidents, or for filing safety-related complaints.
b. The District will provide the employee with the state-mandated claim form, which must be completed and returned. Additionally, the employee must submit a detailed written description of the incident causing the injury as soon as possible. If appropriate, a medical examination may be required. Employees are not permitted to return to work without a written release from their physician, outlining any conditions or limitations.

10.7 Notice and Certification Requirements

Employees requesting to take qualified leave must provide the District with reasonable advance notice, when possible. In addition, employees must provide a certification from a health care provider in leaves involving health or medical conditions to the District.

10.8 Compensation During Qualified Leave

a. If an employee has paid leave accrued, the employee may be required to take their paid leave as part of his or her qualified leave. The employee may also elect to use leave accruals available and must provide notice to the District in accordance with District policy applicable to the specific leave being requested. All such payments will be coordinated with state disability insurance, workers' compensation, or other wage reimbursement benefits for which the employee may be eligible. At no time, shall an employee receive a greater total payment than the employee's regular salary, less applicable taxes.
b. After all accrued paid leave is taken, the remainder of the leave period will be unpaid. The only wage replacement available until the leave is over is SDI, if applicable.

10.9 Group Health Plan Benefits

a. During a qualified leave, if an employee is a participant under a group health benefit plan, an Employee's group health benefit will remain the same as before the leave began, subject to any general changes in plan coverage. Employees on qualified leave are responsible for payment of their normal portion of the premium.
b. If an employee does not return to work after an the qualified leave has expired for reasons other than continuation, recurrence, or onset of a serious health condition, or other circumstances beyond the employee's control, the employee may be required to pay the District for all amounts of insurance premiums that the District

paid for the Employee during the leave period. In addition, if an employee does not return to work after an the leave has expired, the Employee will no longer be considered an active employee on District group health plan, and will be eligible to continue his or her coverage under Consolidated Omnibus Budget Reconciliation Act (COBRA).

10.10 Other Company Benefits

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

10.11 Intermittent or Reduced Leave

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

10.12 Reinstatement

a. Upon the submission of a medical certification that the employee is able to return to work, if applicable, the Employee will be offered the same position held prior to the qualified leave, unless the job no longer exists or the job has been filled in order to avoid undermining the District's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities upon return. If the Employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine the District's ability to operate safely or efficiently, or the employee is not capable of performing the job responsibilities.
b. If an employee fails to return for work immediately after the period of the approved leave expires, the Employee will be considered to have voluntarily separated from District employment, unless the District is subject to any applicable CalPERS disability retirement requirements.

c. If an employee returning from a qualified leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act.

Other Leaves

10.13 Military Leave

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

10.14 Jury Duty

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

10.15 Bereavement Leave

a. In the event of a death in the immediate family of an Employee, he/she shall, upon request, be granted up to forty (40) hours bereavement leave with pay to make arrangements without charge to his/her accumulated sick leave credits or vacation eligibility. Bereavement leave shall be utilized at the Employee's discretion but must be used within six (6) months of the reported death.
b. The District may grant an additional two (2) days funeral leave upon request which shall be charged against the Employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral.
c. For the purposes of bereavement leave, the immediate family shall be restricted to grandparents, father-in-law, mother-in-law, father, mother, spouse, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and any other individual as required by law.

10.16 Discretionary Leave of Absence

At its sole discretion and for good cause, the District may grant additional leave to an employee who is full-time and classified as "permanent" at the time leave request. Each request will be evaluated on a case-by-case basis. If granted, discretionary leave will not exceed an additional twelve (12) months from the date all state and federal leave

entitlements have been exhausted, or from the date the District approves the leave, if requested for personal reasons.

a. Notice and Certification Requirements:
   Employees requesting discretionary leave must submit a written notice to the District with reasonable advance notice. If the leave is medically related, the employee must also provide certification from a healthcare provider. For leave requested for personal reasons, a written request must be submitted to the General Manager at least two (2) weeks prior to the desired start date. The decision to grant this leave, whether medical or personal, is solely at the discretion of the General Manager, who will consider the request based on operational needs.

b. Compensation During Leave
   i. Discretionary leaves are unpaid.
   ii. Human Resources can assist the Employee determine if they are eligible for Paid Family Leave wage replacement during the leave.

c. Benefits During Leave
   i. District paid time off benefits (vacation, sick, personal, etc.) will not accrue during periods of unpaid discretionary leave.
   ii. An employee out on unpaid discretionary leave will not be eligible for holiday pay should a paid holiday occur during the leave.
   iii. When an Employee is on paid discretionary leave using District paid-time-off benefits, the District benefits will continue to accrue.

d. Reinstatement
   i. Upon the submission of a medical certification that the employee is able to return to work, if applicable, the Employee will be offered the same position held prior to the discretionary leave, unless the job no longer exists or the job has been filled in order to avoid undermining the District's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities upon return. If the Employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine the District's ability to operate safely or efficiently, or the employee is not capable of performing the job responsibilities.
   ii. If an employee fails to return for work immediately after the period of the approved leave expires, the Employee will be considered to have voluntarily separated from District employment, unless the District is subject to any applicable CalPERS disability retirement requirements.
   iii. If an employee returning from a discretionary leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act.

Article 11 – Safety and Workplace Policies

11.1 Safety

a. The District shall create a Safety Committee within the Unit represented comprised of at least one (1) member of the Unit. Said committee shall meet on as needed. Said committee shall discuss safety and health conditions and shall provide written suggestions to the General Manager regarding methods of safe operation and procedures and persist in identifying hazardous procedures and/or equipment.
b. The Union agrees that employees shall abide by adopted Rules and Regulations regarding the usage of safety equipment and utilization of safe working operations and procedures. Any such member in violation of such safety rules and regulations shall be disciplined in accordance with the appropriate provisions designated by this Agreement.
c. The District recognizes its responsibility too and will provide safe working stations, equipment, and tools.

11.2 Workplace Policies

Employees are subject to the District's Drug and Alcohol Policy, incorporated herein by reference. Violation of such policy would make the violating Employee subject to discipline, up to, and including, termination, pursuant to the conditions outlined in this Agreement and the District's Personnel Policy and Rules and Regulations.

Article 12 – Corrective Action and Discipline

12.1 Corrective Action

a. An employee may receive an oral and/or written reprimand. Oral and written reprimands shall be considered corrective action.

   As used in this Article, the term "written reprimand" shall refer to any written communication from an administrator to an employee that evaluates or otherwise comments negatively upon the persona/professional conduct and/or job performance of the employee and may be placed in the personnel file. Performance evaluations or initial notices of performance expectations or rules and regulations do not constitute a reprimand.

b. A written reprimand shall be placed in the official personnel file of the affected employee. The employee shall be provided with a copy of a written reprimand.

c. An employee shall have the right to attach a rebuttal statement to a written reprimand in their official personnel file.

d. The District may administer corrective action for violations of District policies. Such corrective action shall not be subject to Article 13, Grievance Procedure, unless the employee is subsequently disciplined, and the notice of disciplinary action includes reference to corrective action for violation of a District policy.

12.2 Investigative Interview

In an investigatory interview that could result in Employee discipline, the Employee shall be advised of their right to have General Unit representation prior to answering any questions. If a General Unit representative is not available in a reasonable amount of time, the Employee may ask for a co-worker to be present during questioning.

12.3 Discipline

Sanctions imposed in a disciplinary action shall be limited to dismissal, demotion, or suspension without pay.

12.4 Cause for Discipline

The General Manager may dismiss, suspend, or demote any Employee for cause, including, but not limited to, the following:

a. Intentional misrepresentation or concealment of any fact in connection with obtaining employment
b. Neglect of duty
c. Violation of lawful or reasonable safety regulation or directive given by a supervisor
d. Absence without official leave
e. Being under the influence of alcohol and/or any drug during working hours
f. Violation of any rule, regulation, and/or ordinance applicable to the Employee's performance
g. Conviction of a felony or any crime-involving moral turpitude
h. Disorderly or immoral conduct
i. Incompetence and/or inefficiency
j. Offensive treatment of the public or fellow Employees

k. Negligence or willful damage to District property or waste of District supplies or equipment
l. Misuse, misappropriation, or theft of District property.
m. Insubordination
n. Dishonesty
o. Willful disobedience

12.5 Notice of Pending Discipline

The employee shall be provided a notice of the disciplinary action proposed to be taken; a copy of the charges and description of the information which the disciplinary action is based, and notice of the right to respond, either orally or in writing.

The notice shall be served to the employee in person or by certified mail at the employee's last known address.

12.6 Skelly Review

a. A employee shall have the right to a Skelly review, either orally or in writing, consistent with Skelly v. State Personnel Board, prior to the imposition of formal disciplinary action. The employee may request a union representative or one person of the employee's choosing attend the hearing.

b. The Skelly review right does not apply to “corrective action” or “informal discipline” unless attached to the notice of disciplinary action, nor does it apply to probationary employees rejected during probation.

12.7 Grievance Applicability

Disciplinary actions shall not be subject to Article 13, Grievance Procedure, unless grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied. Those cases will be subject to Section 13.5, Grievance Procedure, Level II.

12.8 Appeals

Disciplinary action appeals can be made to the State Personnel Board pursuant to Government Code sections 19575.

Article 13 – Grievance Procedure

13.1 Grievance Defined

For the purpose of this Agreement, the term "grievance" means a dispute between the District and an Employee concerning the interpretation, application, claim of breach or violation of this Agreement.

13.2 Reprisal or Punitive Action:

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

13.3 Grievance Procedure

Informal Meeting with Supervisor

a. An employee shall have the right to present a potential grievance and to have the potential grievance considered in good faith by an immediate supervisor within five (5) working days of the occurrence or knowledge of the occurrence.
b. The grievant may request another person or his/her Union representative to be present at the informal meeting.
c. The supervisor has five (5) working days to meet with the grievant from the time a meeting is requested.
d. An employee, whenever possible, shall attempt to resolve a potential grievance informally with their immediate supervisor. A resolution of a potential grievance at the informal stage shall not be precedent-setting.
e. The supervisor has five (5) working days to respond to the grievance after the informal meeting.
f. If, after discussions with the immediate supervisor, the Employee believes the grievance was not adequately remedied, the grievance may be proceed to Level I.

13.4 Formal Written Grievance – Level I

a. The formal grievance must be submitted or postmarked using the appropriate District form within ten (10) working days from the informal meeting results or the end of the response period to the department head.

b. The grievance shall state clearly and concisely:
    i. the specific term of this Agreement alleged to have been violated;
    ii. a detailed description of the specific grounds of the grievance, including names, dates, places, and times necessary for reasonably understanding;
    iii. any evidence to substantiate the claim;
    iv. the proposed solution to the grievance;
    v. the name, classification, email address, telephone number, and signature of the grievant;
    vi. the name, email address, and telephone number of the representative, if any; and
    vii. the date of submission.

c. The grievant may request another person or his/her Union Representative to assist in preparing and presenting the formal grievance.
d. A reasonable amount of working time will be allowed for the grievant and his/her requested representative (if that person is an employee of the District) to prepare and present the grievance.
e. The department head has ten (10) working days from the receipt of the formal grievance to respond.
f. If a determination is not received within the required response period, or the grievance is not settled, the grievant may submit an appeal.

13.5 General Manager – Level II

a. Within ten (10) working days of receipt of the Level I determination or at the end of the response period, the grievance may be submitted to the General Manager.
b. The General Manager must respond in writing within ten (10) working days.
c. In the event the grievance is not settled, General Unit may, by written notice to the General Manager no later than ten (10) working days after the Level II response, file for arbitration of the grievance.
    i. Only grievances arising out of the interpretation of the provisions of this Agreement shall be subject to arbitration.

13.6 Arbitration

a. Within ten (10) workdays of receipt of the notice to arbitrate, an arbitrator shall be selected by mutual agreement. If the parties are unable to agree upon an arbitrator, the moving party shall submit a request to the American Arbitration Association for a list of five (5) arbitrators. Costs for the list shall be borne by the moving party.

b. The District will strike the first name and each party shall alternately strike a name until one name remains.

c. The arbitrator's authority shall be limited to making determinations regarding the violation, misapplication or misinterpretation of the provisions of this Agreement. The arbitrator shall have no power to amend this Agreement, a resolution of the Board of Directors, ordinance, state law, or written District or departmental rule, or to recommend such an amendment.

13.7 The costs of arbitration shall be borne as follows:

a. The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness.

b. Other expenses incurred such as professional services, consultation, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the party incurring the expense.

c. The arbitrator's fees, expenses and the cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator will be requested to specify the payer of costs.
d. If a court reporter is requested by either party or the arbitrator, the arbitrator will determine payment of the costs of the reporter and transcripts.

13.8 General

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

b. Failure of the employee to file and appeal within the required time limit at any step shall constitute an abandonment of the grievance.

c. If an answer is not received within the time limits established in the grievance procedure, the Grievant may process the grievance to the next highest step of the grievance procedure.

d. The District shall furnish grievance forms that shall be used by the employees when filing a grievance.

e. Any employee shall have the right to present a grievance and may represent himself/herself or be represented by an individual of his/her choice in the formal steps of this procedure.

f. A grievance shall be void unless presented within sixty (60) calendar days from the date upon which the District has allegedly failed to provide a condition of employment, or within sixty (60) calendar days from the time at which an employee might reasonably have been expected to have learned of such alleged failure to provide. In no event shall any grievance include a claim for money relief for more than the sixty (60) day period plus such reasonable discovery period. If a grievance involving wages is resolved in favor of the employee that employee shall be paid in full within fifteen (15) working days after the decision becomes final under operation of law.

g. At all formal steps of the grievance procedure, grievant and/or witnesses shall be given reasonable time off without loss of pay.

Executing Signatures

Chico Area Recreation & Park District

Annabel Grimm, General Manager	Date
Jackson Glick, General Counsel	Date

General Unit Service Employees International Union

Nolan Reichert, Employee Representative	Date
Dave Cavnar, Employee Representative	Date
Dary Sardad, Field Representative	Date
David Canham, Executive Director	Date