

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF FARMERSVILLE

AND

**THE FARMERSVILLE MISCELLANEOUS
EMPLOYEES ASSOCIATION**

(JULY 1, 2024 - JUNE 30, 2026)

Table of Contents

ARTICLE I. GENERAL PROVISIONS	4
Section 1. Application:	4
Section 2. Amendments and Revisions:	4
ARTICLE II. SALARY PLAN.....	4
Section 1. Salary on Appointment:	4
Section 2. Salary Adjustments:.....	4
Section 3. Salary on Promotion:	5
Section 4. Salary on Demotion:	5
Section 5. Salary on Transfer:	5
Section 6. Salary on Position Reclassification:	5
Section 8. Acting Pay:.....	5
Section 9. Call Back Pay:.....	6
Section 10. Uniform and Clothing Pay/Allowances:	6
Section 11. Computation of Salary for Payroll Purposes:.....	6
Section 12. Stand-by Pay:	7
Section 13: Cost of living:	7
ARTICLE III. WORK PERIOD/OVERTIME.....	7
Section 1. Work Period:	7
Section 2. Overtime:	7
ARTICLE IV. LEAVE OF ABSENCE WITH PAY.....	8
Section 1. Sick Leave:	8
Section 2. Vacation Accrual and Carryover:	9
Section 3. Use of Vacation Time:	10
Section 4. Vacation Buy Back:.....	10
Section 5. Holidays:	10
Section 6. Civic Responsibility Leave:	11
Section 7. Temporary Military Leave:	11
Section 8. Bereavement Leave:	11
ARTICLE V. HEALTH & WELFARE.....	12
Section 1. Workers Compensation:	12
Section 2. Medical Verification:.....	12
Section 3. Health, Dental and Vision Insurance:	12
Section 5. Life Insurance:	13
ARTICLE VI. MISCELLANEOUS EMPLOYEES' BENEFITS.....	13
Section 1. Mileage Reimbursement:	13
Section 2. Tuition Reimbursement Program:.....	13
Section 3. Bilingual Pay:	14

Section 4. Long Term Disability and Life Insurance: 14
Section 5. Union Membership: 14
Section 6. Vehicle Take Home Program: 14
Section 7: Certification Pay: 14
Section 8. Education Pay: 15
Section 9. Deferred Compensation: 15
Section 10. Longevity Pay: 15
Section 11. Healthy Living Pay: 15

ARTICLE I. GENERAL PROVISIONS

Section 1. Application:

This Memorandum of Understanding (MOU) serves as the labor agreement between the City of Farmersville and the employees of the Farmersville Miscellaneous Employees Association. The agreement shall be effective as of July 1, 2024, and shall terminate on June 30, 2026.

Section 2. Amendments and Revisions:

Recommendation for the amendment and revision of policies and procedures may be made by the Personnel Officer after compliance with Government Code Chapter 3500 et seq. Unless otherwise noted, amendments and revisions shall become effective upon adoption of a resolution by City Council.

ARTICLE II. SALARY PLAN

Section 1. Salary on Appointment:

New employees will normally be hired at Step A salary amount of the appropriate position range as identified in the Salary Schedule (Exhibit A). If unusual recruitment difficulties are encountered with a candidate that is exceptionally well qualified, an appointment at a higher step may be authorized by the City Manager.

Section 2. Salary Adjustments:

- A. Salary Step Increases, as shown in the Salary Schedule, shall be considered on the employee's employment date anniversary, and shall be based on a satisfactory evaluation and recommendation by the employee's department head.
 - a. Tier 1 employees are those hired prior to January 01, 2018, and shall be eligible for step increases as shown in the Tier 1 salary schedule as adopted.
 - b. Tier 2 employees are those hired on/after January 01, 2018, and shall be eligible for step increases as shown in the Tier 2 salary schedule as adopted.
 - c. Authorized salary adjustments shall become effective at the beginning of the pay period nearest the employee's anniversary date.
 - d. If, in the supervisor's judgment, the employee's performance does not justify an adjustment on the anniversary date, the employee shall be re-evaluated before the expiration of the six (6) months. If the employee receives a satisfactory evaluation at the end of the six (6) month period and a recommendation from the department head for a salary adjustment, the employee will receive said adjustment. In such an event, the employee shall maintain the same anniversary date.

- D. The granting of an official leave of absence of more than thirty (30) continuous calendar days, other than for military leave, shall cause the employee's salary adjustment date to be extended the number of calendar days of leave.
- E. Should an employee's approved adjustment be overlooked; upon discovery of the error the employee shall receive a supplemental payment compensating said employee for the adjustment he/she would have received had the adjustment been granted at the appropriate time.

Section 3. Salary on Promotion:

An employee who is promoted to a position in a class with a higher salary range shall be paid at the appropriate range and step amount effective as of the date of the promotion. The appropriate range and step amount shall be determined by the employee's department head with the approval of the City manager.

Section 4. Salary on Demotion:

An employee who is demoted to a position in a class with a lower salary range shall be paid at the appropriate range and step amount effective as of the date of the demotion. The appropriate range and step amount shall be determined by the employee's department head with the approval of the City manager.

Section 5. Salary on Transfer:

An employee who is transferred from one position to another in the same class or to another position in a similar class having the same salary range shall receive the same salary range and step class shall be treated as non-disciplinary demotions for salary, seniority, and benefit purposes.

Section 6. Salary on Position Reclassification:

When an employee's position is reclassified and the employee is appointed to the position, their salary shall be determined by the Salary Schedule classification for the new position.

Section 7. Salary on Re-employment:

An employee recalled after a layoff to his/her previous position shall receive the same range and step salary amount provided they are rehired within twelve (12) months. Employees shall receive credit for prior service with City for seniority and benefit purposed provided they are rehired within twelve (12) months of the layoff.

Section 8. Acting Pay:

- A. Acting pay shall be in the salary range of the acting position's class. To receive acting pay, the employee must:
1. Be formally assigned duties appropriate to the higher class. Such assignment shall be confirmed by the processing of a personnel action form by the employee's supervisor.
 2. Work in the higher class for at least thirty (30) consecutive days.
8. Subject to the conditions noted above, qualifying employees shall be paid acting pay for all days worked in an acting position after the first 30 days.

Section 9. Call Back Pay:

An employee who is called back to work during off-duty hours shall receive compensation on an hour for hour basis at time and one half of the hourly rate. Call outs occurring on New Years day and the Fourth of July shall result in payment of two times the hourly rate. Employees shall receive a minimum of two (2) hours compensation per call out on weekdays and weeknights and two (2) hours on national holidays outlined in Section 4 of Article IV of this MOU. For purposes of this section, work time shall include time spent traveling to and from the work site, with the exception of those utilizing a take home vehicle provided by the City. This section shall not apply to management or exempt personnel.

Section 10. Uniform and Clothing Pay/Allowances:

Public Works personnel required to wear uniforms shall receive clothing allowance of \$640 annually paid in December of each year, one pair of safety boots per fiscal year up to a cost of \$300 paid in June of each year, and one jacket shall be bought for public works employees every even calendar year (example: 2026, 2028, 2030). The jacket must meet current Cal OSHA visibility safety standard. The Public Works employee will notify the Public Works Director regarding the purchasing of one jacket by or before the first week of October, and the Public Works Director will approve purchase of one jacket by end of October.

Administrative staff (City Hall) shall receive an annual professional attire allowance of \$250 payable in one payment in December of each year.

Non-sworn uniformed personnel (TSC) shall receive an annual uniform allowance of \$750 payable in two payments, one in December and one in June.

Code Enforcement Officers shall receive an annual clothing allowance of \$750 payable in two payments, one in December and one in June. One pair of safety boots per fiscal year up to a cost of \$200 and one jacket shall be bought for the Code Enforcement Officers every even calendar year (example: 2026, 2028, 2030).

Section 11. Computation of Salary for Payroll Purposes:

The monthly salary shall be those amounts as shown in Exhibit A for Tier 1 employees and Exhibit B for Tier 2 employees of this article and will be paid bi-weekly at the amount equal to the result of multiplying the monthly amount by 12 and dividing by 26.

Section 12. Stand-by Pay:

Employees placed on stand-by shall receive \$25 per day for standing by and if called out during the standby period then employees shall receive a minimum of two (2) hours of pay.

Section 13: Cost of living:

- A. A 2.50% adjustment shall be made to the Salary Schedule effective July 1, 2024.
- B. A 2.50% adjustment shall be made to the Salary Schedule effective July 1, 2025.

The pay changes will be effective at the beginning of the first full pay period after the start of the fiscal year July 1, 2024.

ARTICLE III. WORK PERIOD/OVERTIME

Section 1. Work Period:

- A. The normal work period for Miscellaneous personnel shall be a period of forty (40) hours within a period of seven (7) consecutive days starting at 12:00 A.M. on Wednesday and ending at 11:59 P.M. on the following Tuesday and in the same increments thereafter.
- B. This section is not to be interpreted as prohibiting the adoption of different work periods or schedules in the respective departments with pre-approval of the City Manager.

Section 2. Overtime:

- A. Overtime shall be credited in six minutes increments with no credit given for time worked less than one tenth of an hour and after obtaining the prior written approval of the department head or supervising officer in charge for sworn police and fire personnel.
- B. Occasional overtime worked that is less than six minutes duration in a work period is non-compensable.
- C. For purposes of overtime computation, vacations, sick leave, compensatory and holiday time taken in a work period shall be counted as hours worked. Voluntary shift changes shall not be counted as time worked.
- D. Overtime shall be paid on the basis of time and one-half for all time worked over 40 hours in a work period by personnel.

- E. Hours worked on a holiday shall be compensated at the time and one-half rate irrespective of hours worked in the work period, except on the holidays of Thanksgiving and Christmas in which the hours worked shall be compensated at two times the rate irrespective of hours worked in work period.

ARTICLE IV. LEAVE OF ABSENCE WITH PAY

Section 1. Sick Leave:

- A. Following completion of six (6) months or continuous full-time service, an employee shall be credited with six (6) days of sick leave. Thereafter for each calendar month or service in which the employee is paid for more than two-thirds (2/3) of the working days in such month, they shall be credited with one (1) day of sick leave. Unused sick leave may be accumulated without limit.
- B. Upon the approval of the department head and the personnel officer, an employee having less than six (6) months of continuous service may be permitted to use sick leave. Such sick leave shall be an advance on credited sick leave and, should the employee terminate before the completion of six (6) months of service, the amount of sick leave pay received will be deducted from their final check.
- C. Credited sick leave may be used for the absence on account of:
 - 1) An employee's bona fide illness, injury, or pregnancy.
 - 2) The treatment or examination of the employee includes, but not limited to, medical, dental, optometric, psychological, or psychiatric.
 - 3) For serious illness or injury of a member of the employee's immediate family (i.e. spouse, parent, brother, sister, child, stepchild, mother-in-law, father-in-law, grandparent, or grandchild). Use of sick leave under this section is restricted to a maximum of six (6) days each fiscal year. For purposes of this section, "serious illness or injury" is defined as an illness or injury of such severity that death is imminent, or someone be immediately available to assist the afflicted and/or monitor their condition.
- D. Sick leave usage is subject to the approval of the employee's department head or immediate supervisor, in the absence of the department head. The department head may require evidence in the form of a physician's certificate, or otherwise verifying the reason for an employee's absence during the time for which sick leave is requested. A failure to submit the required verification shall result in denial of sick leave usage and constitute grounds for disciplinary action.
- E. No employee shall be entitled to sick leave with pay while absent from duty on account of the following:

- 1) Disability arising from sickness or injury supposedly self-inflicted or caused by any of their own willful misconduct.
 - 2) Sickness or disability sustained while on leave of absence without pay.
- F. Sick leave shall not be used in lieu of or in addition to vacation,
- G. An employee who has completed a minimum of five (5) years' continuous service and who leaves in good standing shall be paid at their salary rate then in effect for 30% or their unused sick leave.
- H. Observed Holidays occurring during sick leave shall not be counted as a day of sick leave.
- I. Sick leave is not accrued by or credited to non-regular, emergency, seasonal, relief, or temporary employees paid solely on an hourly or daily basis.
- J. Part-time employees who regularly work at least twenty-nine (29) hours per week, but less than forty (40) hours per week, with at least six (6) months of continuous service shall be entitled to sick leave pay accrued at one-half (1/2) the rate of full-time employees.
- K. Any employee who does not use any sick time in a full fiscal year will be granted an added day of vacation, regular part-time positions shall receive 1/2 day, on July 1st of the next fiscal year.
- L. In the event that personnel have accumulated a balance of 480 hours or more of sick leave, employees may sell back a maximum of 100 hours per year at a rate of 30 percent of the employee's hourly rate.

Section 2. Vacation Accrual and Carryover:

- A. Employees shall accrue vacation at the following rates:

Years of Completed Service	Vacation Accrual	Maximum Accumulation at end of Fiscal Year
0 to 2	12 days (3.69 hrs/pay period)	12 days
3 to 4	13 days (4.00 hrs/pay period)	13 days
5 to 9	15 days (4.62 hrs/pay period)	15 days
10	18 days (5.54 hrs/pay period)	18 days

- B. Vacation accrual shall be capped at (3) three times the employee's annual accrual.

- a. Employees who reach their cap will cease to accrue vacation leave time unless a waiver is provided at the request of their department head and approved by the City Manager.
- C. Regular part-time employees with at least six (6) months of continuous service shall accrue vacation time at the rate of 3.3 hours per month of service.
 - a. Vacation accrual for part-time employees shall be capped at (1) one time the annual accrual.

Section 3. Use of Vacation Time:

- A. After the completion of six (6) months of continuous service, an employee may apply for vacation leave not to exceed the number of hours earned.
- B. Vacations shall be taken at times approved by the department head with due regard to the wishes of the employee and the particular regard for needs of City.
- C. Unless otherwise provided by department rules, employees shall submit vacation requests to their supervisor at least ten (10) calendar days prior to the intended start of vacation.
- D. An employee who terminates their City employment shall be paid for all unused vacation.
- E. No person shall be permitted to work for compensation for the City during their vacation.
- F. In the event of one or more City holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave, however, extension of the vacation leave for the period of such holiday(s) is subject to approval of the employee's department head.
- G. With the exception of terminating employees, pay will not be given in lieu of vacation time that is not taken.

Section 4. Vacation Buy Back:

Each fiscal year, after using 60 hours of Vacation leave, an employee may sell back up to a maximum 36 hours of Vacation leave per year. In order to sell back hours, an employee must have a minimum of 100 hours in their bank before the employee can cash out the 36 hours.

Section 5. Holidays:

- A. With the exception of police shift and fire personnel, full-time employees shall receive paid time off for each of the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Cesar Chavez Day
- Memorial Day

Juneteenth Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day following Thanksgiving
Christmas Eve
Christmas
New Year's Eve
Employee's Birthday
Any special holidays declared by the Mayor, Governor, or President

- B. In the event a holiday falls on a Saturday, the preceding Friday will be the day that the employees will observe as the holiday. In the event a holiday falls on a Sunday, the following Monday will be the day that the employees will observe as the holiday.

Section 6. Civic Responsibility Leave:

- A. Absence from work because of required trial jury duty will be considered an excused absence with pay. To receive their full salary the employee shall turn into the administrative department any payment for trial jury duty, excluding pay for travel and meals.
- B. In accordance with the California Elections Code, Sections 14400 and 14401, if a registered voter employee does not have sufficient time outside of regular working hours within which to vote at general, direct primary or presidential primary elections, they may take off working time as will, when added to their voting time outside their working hours, enable them to vote. The scheduling of the time referenced above shall be subject to the prior approval of the respective department head and shall normally be at the beginning or end of a work shift. A maximum of two (2) hours may be taken with pay to vote provided a ballot stub is given to the department head upon returning to work.

Section 7. Temporary Military Leave:

Payment of employees on temporary military leave as governed by section 395.1 of Military and Veteran Code of the State of California, which states:

"Any public employee which is on temporary military leave of absence and who has been in the service of the public agency from which the leave is taken for a period of not less than one year immediately prior to the date on which the absence begins shall be entitled to receive their salary or compensation as such public employee for the first thirty (30) days in any one year of public agency service, all service of said public employee in the recognized military service shall be counted as public agency service."

Section 8. Bereavement Leave:

In the event of the death of a member of the employee's immediate family (i.e., spouse, domestic partner, parent, brother, sister, child, stepchild, mother-in-law, father-in-law, grandchild, or grandparent), an employee may use up to 5 days off with the approval of their department head. An employee may use up to 3 days of Sick Leave in addition to bereavement leave, if needed, with the approval of their department head.

ARTICLE V. HEALTH & WELFARE

Section 1. Workers Compensation:

- A. An employee of City who is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, shall be compensated as follows: on the first, second and third day of the injury, employee shall use accrued sick leave, vacation, floating holiday and/or compensatory time off for full salary continuance.

- B. All City personnel shall receive workers' compensation benefits as provided for under California law.

Section 2. Medical Verification:

Employees may be required to provide medical verification of their ability to perform required tasks. Such verification may be requested when the City has cause to believe that the employee's condition presents a hazard to the employee, other employees, or the public.

Section 3. Health, Dental and Vision Insurance:

- A. For the period of July 1, 2024, through June 30, 2026, City of Farmersville shall pay the premiums for Tier 1 employees and their dependents for a Healthcare Program, Dental Plan, and Vision Plan in accordance with the rules and regulations governing those programs as described in Exhibit C at no cost to the employee.

- B. For the period of July 1, 2024, through June 30, 2026, Tier 2 employee's the City of Farmersville shall provide a fixed contribution of up to \$1,150 towards the purchase of a Healthcare Program, Dental Plan, and Vision Plan for the employee and their dependents in accordance with the rules and regulations governing those programs as described in Exhibit C.

- C. Tier 1 Employees may, at their discretion, "Opt Out" of Healthcare coverage for their dependents, spouse, and themselves and be eligible for the following incentive, per pay period, for a maximum allowable incentive of \$150.00.

- 1. Opt Out of Dependent coverage (all dependents) \$50
- 2. Opt Out of Spousal coverage \$50
- 3. Opt Out of Employee Coverage \$50

During an approved leave of absence or absence without pay, an employee may continue their health insurance coverage by paying City in advance for each month, or portion thereof, in which they are absent plus a 5% administrative fee.

Section 4. Retirement:

The City shall provide the Public Employees Retirement System (PERS) retirement to all employees. The City shall pay the required Employer contribution to PERS to maintain the two percent (2%) @ 60 program for "classic" employees and the two percent (2%) @ 62 program for "new" employees. Effective July 1, 2014, safety employees shall pay the employee contribution to PERS. At no time shall this cost exceed twelve percent (12%) of base pay in accordance with the Public Pension Reform Act (PEPRA). Any additional costs shall be paid by the City.

Additionally, the City shall pay the full cost of the employee's share of Social Security tax, up to six-point two percent (6.2%) of the employee's compensation. The contribution to social security by the City for the employees shall not count in any computation towards the PERS retirement program provided for in this section.

Section 5. Life Insurance:

The City shall provide a life insurance policy of \$50,000 for Miscellaneous Employees.

ARTICLE VI. MISCELLANEOUS EMPLOYEES' BENEFITS

Section 1. Mileage Reimbursement:

- A. Employees who, at City request, use a private vehicle on City business shall be reimbursed for mileage at the current Federal GSA mileage rate per mile. Prior approval from the department head must be obtained.

Section 2. Tuition Reimbursement Program:

- A. All full-time personnel are eligible to participate in the City's tuition reimbursement program.
- B. Employees must obtain their department head's approval prior to taking a requested course. This approval must be obtained in writing prior to starting the course.
- C. Each course approval is contingent upon there being a relationship between course and/or degree and the employee's present or reasonable anticipated duties. The department head shall determine whether such a relationship exists.

- D. Once the department head's approval is obtained the request will be forwarded to the City manager for final approval. Upon successful completion of the class, (grade "B-" or better) the employee shall provide the finance department with a copy of the grade report and all receipts and cancelled checks relating to the tuition expenses incurred. Once all necessary information is received by finance, the finance department will make the appropriate payment.
- E. Reimbursement will not exceed the per unit cost for an equivalent class taken at a state college/ university subject to a maximum reimbursement in any one fiscal year of \$2,000 per employee.
- F. Employees that terminate employment with City, voluntarily or involuntarily prior to five years after completing a course that he/she received a tuition reimbursement, shall be responsible to pay back to City a portion of the reimbursement received. For each month worked after the reimbursed course is completed, employee shall be forgiven 2.78% of the reimbursement.

Section 3. Bilingual Pay:

- A. Effective July 1, 2021, any new eligible employees shall receive \$100 a month for fluency in conversational and written Spanish. Such fluency shall be determined through a competency examination developed and administered by City.
- B. Any employees receiving bilingual pay prior to July 1, 2021, shall have their 3.5% incentive pay converted to their equivalent dollar amount as of June 30, 2021. These employees shall receive the converted fixed amount going forward regardless of changes to salary.

Section 4. Long Term Disability and Life Insurance:

All full- time employees are provided long term disability and life insurance coverage.

Section 5. Union Membership:

With the written authorization of the employee City will forward to those recognized employee organizations or if a fair share payment, those payments directed by the employee out of their payroll check.

Section 6. Vehicle Take Home Program:

The following positions shall be allowed to take home City vehicles pursuant to those policies adopted by their respective departments; public works team lead, and on-call public works personnel.

Section 7: Certification Pay:

The City shall provide 2.5% above the employee's normal hourly or monthly rate for obtaining and maintaining one certificate approved by the City. It shall also include a 2.5% increase above the Public Works' employee's normal hourly or monthly rate for obtaining and maintaining a Grade I Water Treatment Operator or Grade I Wastewater Treatment Operator certificate. The City shall also include a 2.5% increase for a notary license.

Section 8. Education Pay:

The City shall provide 3% above the employee's normal hourly or monthly rate if employee possesses an Associate's of Arts Degree or higher academic achievement from an accredited institution.

Section 9. Deferred Compensation:

If an employee elects to participate in a voluntary deferred compensation retirement program, the City shall match each dollar contributed by employee up to four percent (4%) of employee's reoccurring pay.

Section 10. Longevity Pay:

After an employee has worked for the City for at least ten years, the employee shall be entitled to Longevity Pay. Longevity Pay shall equal 5% of employee's base salary and shall only be awarded pending the following two conditions: Employee is on the top step of their job classification scale and the employee has received a satisfactory rating in their most recent annual performance evaluation. An additional 5% shall be paid in the event the employee has worked for at least 20 years and the same conditions above exist.

Section 11. Healthy Living Pay:

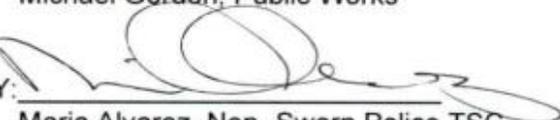
The City shall provide employees with an annual \$180 healthy living incentive to maintain their health and wellness payable in two payments, one in December and one in June.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on this 2nd day of May 2024.

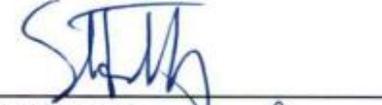
MEA

BY: 
Manuel Amezcua, Administration

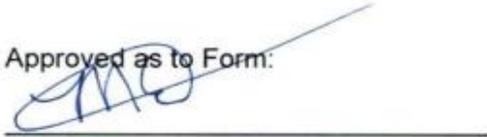
BY: 
Michael Gordon, Public Works

BY: 
Maria Alvarez, Non- Sworn Police TSC

CITY OF FARMERSVILLE

BY: 
City Manager

Attest: 
Rochelle Giovani, City Clerk

Approved as to Form:

Michael Schulte, City Attorney