

September 24, 2026

(530) 895-4711 • 545 Vallombrosa Ave
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BOARD OF DIRECTORS REGULAR MEETING

Thursday, September 24, 2026 – 4:00 P.M.

If you need accommodation to participate in this meeting, please call (530) 895-4711

Documents produced and distributed less than 72 hours prior to or during
an open session will be made available for public inspection at the meeting.

Agenda was posted prior to 4:00 PM Monday, September 21, 2026

BOARD MEMBERS

Michael McGinnis, Chair
Christopher Norden, Vice Chair
Dave Donnan
Tom Lando
Jason Roye

DISTRICT STAFF

Annabel Grimm, General Manager
Scott Schumann, Assistant General Manager
Phil Aviles, Finance and Human Resources Director
Holli Drobný, Administrative Director
Erin Morrissey, Recreation Director

LEGAL COUNSEL

Jackson Glick, Sac Valley Law

AGENDA

Zoom Meeting Information:

<https://card.zoom.us/j/81607636750?pwd=R1NNUkZPYigYSGNsNVQ3OXhoU1hoZz09>

Meeting ID: 816 0763 6750

Passcode: 156857

1. CALL TO ORDER

- 1.1. Roll Call

2. PUBLIC COMMENTS

Members of the public may address the Board of Directors on any matter not listed on the Agenda and within the District's authority. Comments are limited to three minutes or as determined by the Chairman of the Board based on the number of speakers. The Board cannot act on requests made under this section of the agenda.

3. CONSENT AGENDA

- 3.1. MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS ON AUGUST 27, 2026 – *Action Requested: Approve meeting minutes.*
- 3.2. MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS ON SEPTEMBER 15, 2026 – *Action Requested: Approve meeting minutes.*
- 3.3. AUGUST 2026 MONTHLY FINANCIAL REPORT (Staff Report FI-26-24) – *Action Requested: Approve the monthly financials.*

4. REGULAR AGENDA

- 4.1. UPDATED POLICIES (Staff Report 26-56) – *Action Requested: Board of Directors approve the updated policies.*

District Staff have updated the following policies as part of the District's ongoing policy maintenance process to ensure compliance with current operations.

- 3140 Anti-Harassment & Bullying

- 4.2. **MEMORANDUM OF UNDERSTANDING – INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS (IUOE), LOCAL 39** (Staff Report 26-57 and Resolution 26-11) – *Action Requested: Adopt a resolution approving the Memorandum of Understanding Between the District and the International Union of Operating Engineers, Stationary Engineers Local 39.*

Staff will present the finalized terms of the Memorandum of Understanding between the District and the International Union of Operating Engineers, Stationary Engineers, Local 39, reached through the collective bargaining process, for Board adoption via Resolution No. 26-11 and authorization to execute.

- 4.3. **MEMORANDUM OF UNDERSTANDING – SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)** (Staff Report 26-58 and Resolution 26-12) – *Action Requested: Adopt a resolution approving the Memorandum of Understanding Between the District and the Service Employees International Union.*

Staff will present the finalized terms of the Memorandum of Understanding between the District and the Service Employees International Union, reached through the collective bargaining process, for Board adoption via Resolution No. 26-12 and authorization to execute.

- 4.4. Items Removed from the Consent Agenda

5. **NEW BUSINESS**

No items submitted for this agenda.

6. **DIRECTOR COMMENTS**

Opportunity for the Board to comment on items not listed on the agenda.

7. **STAFF COMMENTS**

Opportunity for District Staff to comment on items not listed on the agenda.

7.1. Recreation Update (Staff Report 26-59)

7.2. Parks and Facilities Update (Staff Report 26-60)

7.3. General Manager Update (Staff Report 26-61)

8. **ADJOURNMENT**

Adjourn to the next meeting of the Board of Directors of the Chico Area Recreation and Park District.

BOARD OF DIRECTORS REGULAR MEETING MINUTES

Thursday, August 27, 2026 – 4:00 P.M.

BOARD MEMBERS PRESENT

Michael McGinnis, Chair
Dave Donnan, Board Member
Tom Lando, Board Member
Jason Roye, Board Member

BOARD MEMBERS ABSENT

Christopher Norden, Vice Chair

LEGAL COUNSEL PRESENT

Jackson Glick, Sac Valley Law

DISTRICT STAFF PRESENT

Annabel Grimm, General Manager
Scott Schumann, Assistant General Manager
Phil Aviles, Finance and Human Resources Director
Holli Drobny, Administrative Director
Erin Morrissey, Recreation Director

1. CALL TO ORDER

The meeting was called to order at 4:00 P.M., and roll call was taken, as noted above.

2. PUBLIC COMMENTS

Kayla Jansen, staff, was introduced to the Board as she will

3. CONSENT AGENDA

- 3.1. Minutes of the Regular Meeting of the Board of Directors on July 24, 2026.
- 3.2. July Monthly Financial Report (Staff Report FI-26-22)

M/S/C (Directors Lando/McGinnis) Board of Directors approved the consent agenda, with the exception of item 3.2.

The motion was unanimously approved.

Absent: Norden

4. REGULAR AGENDA

- 4.1. **ACCEPTANCE OF DONATION – MEMORIAL BENCH AT HOOKER OAK PARK** (*Staff Report 26-44*)

The District received a request from a community member to donate and install a memorial bench, concrete pad, and plaque in Hooker Oak Park along Big Chico Creek in memory of a family member, with the City of Chico having consented to the addition since the site includes City-owned property. There is no cost to the District, as the donor will fund and install the

bench, plaque, and concrete work, with ongoing maintenance absorbed into existing Parks and Facilities operations.

M/S/C (Directors McGinnis/Roye) Board of Directors accepted the donation of memorial bench at Hooker Oak Park.

The motion was unanimously approved.

Absent: Norden

4.2. ADOPT RESOLUTION NO. 26-10 ORDERING THE LEVY OF SPECIAL TAXES FOR FISCAL YEAR 2026-27 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PARK MAINTENANCE) *(Staff Report FI-26-23 and Resolution 26-10)*

For Tax Zone No. 1 (Meriam Park), the annual special tax is set at the maximum rate of \$710.91 per acre of taxable property. For Tax Zone No. 2 (Henshaw Park), the annual special tax remains at \$0.00, as development of the park will not be complete in Fiscal Year 2026-27.

M/S/C (Directors Lando/McGinnis) Board of Directors adopted Resolution No. 26-10 ordering the levy of special taxes within Community Facilities District No. 2023-01 (Park Maintenance) for Fiscal Year 2026-27.

The motion was unanimously approved.

Absent: Norden

4.3. AUTHORIZING ADDITIONAL EASEMENT FOR PUBLIC UTILITY INSTALLATION NORTH ESPLANADE PROJECT *(Staff Report 26-45)*

The District is donating two public utility easements totaling approximately 1,851 square feet across District-owned property along Esplanade (APN 006-220-014) to support the Pacific Gas & Electric Undergrounding Project, waiving its right to compensation for the affected area. The easements will allow for the installation and maintenance of underground electric, gas, and communication facilities, including the right to trim or remove trees and brush as needed.

M/S/C (Directors Lando/McGinnis) Board of Directors authorized easement right away for PG&E public utility installation for the North Esplanade Project.

The motion was unanimously approved.

Absent: Norden

4.4. UPDATE ON STONEGATE DEVELOPMENT *(Staff Report 26-46)*

District staff provided an update on a pending regulatory review related to a District land management role. This item is informational only with no financial obligation to the District, and no Board action is required at this time.

4.5. UPDATE ON ADULT SPORTS PROGRAMMING *(Staff Report 26-47)*

Staff provided an update on the District's adult sports programming. Discussion revolved around the Adult Sports survey results, summer outcomes, and forward planning for the Fall.

4.6. **COMMUNITY INPUT SESSION – COMMUNITY RESILIENCE CENTER GRANT** *(Staff Report 26-48)*

The District is applying for up to \$10 million through the California Strategic Growth Council's Community Resilience Centers Program to develop the Chico Community Resilience Center, with the application due September 25, 2026, and this agenda item was one of several engagement opportunities gathering the required community input on the facility's design and amenities. No public comment was collected.

4.7. **ITEMS PULLED FROM THE CONSENT AGENDA:**

3.2 July Monthly Financial Report (Staff Report FI-26-22)

Director Lando asked for clarification on the revenue comparison from FY 24/25 and FY25/26, which General Manager Grimm confirmed.

M/S/C (Directors Lando/McGinnis) Board of Directors approved agenda item 3.2.

The motion was unanimously approved.

Absent: Norden

5. NEW BUSINESS

5.1. **TRANSFER OF OAK VALLEY NEIGHBORHOOD PARK TO THE DISTRICT** *(Staff Report 26-49)*

With construction now complete and in accordance with the District's Intergovernmental Cooperative Agreement with the City of Chico, the park's ownership and maintenance responsibility is ready to be transferred to the District.

M/S/C (Directors Lando/McGinnis) Board of Directors accepted the transfer of Oak Valley Neighborhood Park from the City of Chico.

The motion was unanimously approved.

Absent: Norden

5.2. **AWARD OF BID – PLEASANT VALLEY RECREATION CENTER ROOF REPAIR** *(Staff Report 26-50)*

This project is included in the District's Capital Improvement Plan. Staff anticipate the potential for significant dry rot to be discovered once the existing roofing is torn off and are requesting a 25% contingency — above the base bid — so that any dry rot repair identified during the tear-off and replacement process can proceed without requiring a separate return to the Board for authorization.

M/S/C (Directors Lando/McGinnis) Board of Directors awarded the bid for the Pleasant Valley Recreation Center Roof Repair to American Foam Experts in the amount of \$132,618 and authorize a contingency of 25% for a total authorized expenditure not to exceed \$165,772.50.

The motion was unanimously approved.

Absent: Norden

5.3. **CHICO BOCCE COURT SURFACE IMPROVEMENT** *(Staff Report 26-51)*

The chip rock base beneath the Chico Bocce Court carpet has settled unevenly over time, resulting in challenging playing conditions. Staff recommend replacing the base with concrete to correct the unevenness and provide a stable, long-term playing surface.

M/S/C (Directors Lando/McGinnis) Board of Directors approved the improvements suggested by the Chico Bocce Club to the Chico Bocce Court.

The motion was unanimously approved.

Absent: Norden

6. **DIRECTORS' COMMENTS**

Director Lando asked if it's a practice of the District to build parks incrementally, especially regarding the development of Henshaw Park. Grimm stated that she would provide a Henshaw update at a future board meeting.

Director Donnan asked about the possibility of turf in-field in the future.

Director Lando requested dates on the opening of the Bike Park and the Aquatic Center.

7. **STAFF COMMENTS**

Holli Drobny, Administrative Director asked for feedback on the new format for Board Materials. No feedback was provided.

8. **ADJOURNMENT**

Adjourned at 4:35 to the next meeting of the Board of Directors of the Chico Area Recreation and Park District.

9. **CLOSED SESSION**

Pursuant to Government Code 54957.6: Conference with Labor Negotiators

Annabel Grimm, General Manager

Union of Operating Engineers, Stationary Engineers (IUOE), Local 39

General Unit Service Employees International Union (SEIU)

CLOSED SESSION ANNOUNCEMENT

Information provided, no action taken.

BOARD OF DIRECTORS REGULAR MEETING MINUTES

Tuesday, September 15, 2026 – 4:00 P.M.

BOARD MEMBERS PRESENT

Michael McGinnis, Chair
Christopher Norden, Vice Chair
Dave Donnan, Board Member
Tom Lando, Board Member
Jason Roye, Board Member

DISTRICT STAFF PRESENT

Annabel Grimm, General Manager
Scott Schumann, Assistant General Manager
Phil Aviles, Finance and Human Resources Director
Holli Drobny, Administrative Director
Erin Morrissey, Recreation Director

LEGAL COUNSEL PRESENT

Jackson Glick, Sac Valley Law

1. CALL TO ORDER

The meeting was called to order at 4:00 P.M., and roll call was taken, as noted above.

2. PUBLIC COMMENTS

There was no public comment.

3. REGULAR AGENDA

- 3.1. **AQUATIC MANAGER POSITION DISCUSSION** (Staff Report 26-55) – *Action Requested: Board discussion and direction on the Aquatic Manager position.*

A discussion was held about the current classification and salary range for the Aquatic Manager position, and the option to explore engaging a recruiting firm to conduct the candidate search.

M/S/C (Directors Lando/Norden) Board of directors moved to create a one-time senior manager position and offer an employment agreement at \$127,000 with options for incentivized increases.

The motion was approved 3-1.

Ayes: Chair McGinnis, Vice Chair Norden, Lando, Roye

Noes: Donnan

4. ADJOURNMENT

Adjourned at 4:32pm to the next meeting of the Board of Directors of the Chico Area Recreation and Park District.

STAFF REPORT

Finance

DATE: September 24, 2026
TO: Board of Directors
FROM: Annabel Grimm, General Manager
SUBJECT: Monthly Financial Reports for August

AUGUST OVERVIEW

August financial reports reflect a steep increase in revenue from capital project contributions received during the period. Expenses are coming in line with period targets and reflect 18.5% of the general fund budget used. Repairs & Maintenance expenses are down compared to August 2025, reflecting the District's continued investment in long-term improvements that reduce maintenance costs over time.

August represents **16.6%** of the annual budget.

BUDGET ANALYSIS

Revenue: August revenue was reported at 23.64% of budget.

Income:

- **Tax Revenue:** No tax revenue was received in August.
- **Program Income:** Operating income is at 22.36% of budget, up more than 370% from August 2025. This increase is driven by higher rental revenue and the first invoice for the CUSD Afterschool Program, which was also higher than the prior year.
- **Other Income:** The District received \$2,000,000 from the Lupine Legacy Foundation in August as part of the Equipment Lease for the Aquatic Center project, bringing Other Income to 475% of budget.

Expenses: August expenses are reported at 18.54%

- **Salaries & Wages** reported under period budget at 10.21% due to pacing of hiring across the District.
- **Employee Benefits** reported at 30.73% of budget, an increase of only 5% from the previous period, suggesting expenses are beginning to level for the year.
- **Supplies & Services** increased by roughly 8% from the previous period, consistent with the typical July-to-August increase.
- **Repairs & Maintenance** reported at 18.5% of budget, up 3.5% from July and 3.8% lower than August 2025.
- **Utilities** reported 19.12% of budget, slightly above period target due to seasonal electric and water usage. Utilities will decrease as we move into the cooler months.
- **Contracts** reported at 16.37% of budget, aligned with the period target.

Program Income:

- **Rentals:** District-Wide Rentals and Field Rentals income reported well above period target due to a true-up payment from the facility usage MOU with CUSD and invoicing of field reservation MOU clients.
- **Youth Programs**
 - **Afterschool Program & Inclusion** revenue reported at 25%, in line with the first of four contract invoices captured.
 - **Camps** revenue reported slightly below expectations because summer camps span fiscal years. Revenue for Sports Camps was recognized under Youth Sports, as it has been historically.
 - **Community Programs** revenue reflects a negative value for the period, linked to the registration software recognizing refunds against the program revenue account before the revenue has been recognized.
- **Ice Rink** revenue has begun arriving with receipt of the first sponsorship from community partners, setting the stage for what the District expects to be a successful winter event.
- **Nature Programs** revenue also reflects a negative value for the period, for the same reason as Community Programs. This should be self-correct over time, and we are working with the registration software's technical team to determine whether configuration changes are needed.
- **Sports**
 - **Adult Sports** revenue increased by roughly 8% from the previous period, reporting at 9% year-to-date, showing a positive trajectory for the department.
 - **Youth Sports** revenue reported at nearly 43% for the period, with expenses well below target at roughly 9%. Youth Sports continues to be one of the Districts' most successful areas of youth programming.
- **Contracted Programs** revenue reported at roughly 31% between Contracted Camps and Contracted Programming, above period target, showing a successful summer for the District.
- **Aquatics** revenue reported around 47%, an increase of about 3.5% from the previous period. This plateau was expected with the end of the summer aquatics season.

Assessment Districts revenue has not yet been received. All assessment district expenses are in line with period expectations, supporting the accuracy and consistency of the District's new method of distributing expenses such as salaries & benefits, services & supplies, and some repairs & maintenance expenses.

Impact Fees from the City of Chico were received in August for \$180,900 with another \$500,000 disbursement expected in September.

Cash Accounts decreased by roughly \$500,000 from the previous period, reflecting ongoing cash outlay continues to occur related to the Aquatic Center project. The decrease was limited by increased inflow of capital project contributions. The District expects to receive several million dollars in additional capital project contributions through the end of the calendar year.

Project Activity is progressing steadily, with the Aquatic Center Design and Construction showing anticipated period activity. ADA upgrades at Hooker Oak Park as ongoing, with \$31,903 spent this period. The roof repair at PV Center is expected to begin soon, following the contract award authorized at the July board meeting.



Chico Area Recreation and Park District

Budget Report Group Summary

For Fiscal: FY 2027 Period Ending: 08/31/2026

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 90 - General Fund						
Revenue						
50 - Taxes	7,550,000.00	7,550,000.00	0.00	0.00	-7,550,000.00	0.00%
53 - Operating Income	10,233,758.34	10,233,758.34	1,717,014.57	2,287,938.76	-7,945,819.58	22.36%
55 - Other Income	424,030.00	424,030.00	2,004,432.72	2,015,507.66	1,591,477.66	475.32%
Revenue Total:	18,207,788.34	18,207,788.34	3,721,447.29	4,303,446.42	-13,904,341.92	23.64%
Expense						
60 - Salaries & Wages	10,039,385.14	10,039,385.14	678,620.72	1,024,638.28	9,014,746.86	10.21%
61 - Employee Benefits	3,182,306.31	3,182,306.31	165,714.44	977,888.38	2,204,417.93	30.73%
62 - Supplies & Services	2,992,005.51	2,992,005.51	221,817.03	1,018,030.14	1,973,975.37	34.03%
63 - Repairs & Maintenance	250,000.00	250,000.00	8,496.13	46,360.95	203,639.05	18.54%
64 - Utilities	854,900.00	854,900.00	88,283.24	163,435.95	691,464.05	19.12%
65 - Contracts	746,164.01	746,164.01	44,975.91	122,144.46	624,019.55	16.37%
69 - Other Expenses	20,000.00	20,000.00	0.00	-0.01	20,000.01	0.00%
Expense Total:	18,084,760.97	18,084,760.97	1,207,907.47	3,352,498.15	14,732,262.82	18.54%
Fund: 90 - General Fund Surplus (Deficit):	123,027.37	123,027.37	2,513,539.82	950,948.27	827,920.90	772.96%
Report Surplus (Deficit):	123,027.37	123,027.37	2,513,539.82	950,948.27	827,920.90	772.96%



Chico Area Recreation and Park District

YOY Comparative Statement Group Summary For the Period Ending 08/31/2026

	FY 2027 Aug. Activity	FY 2026 Aug. Activity	Aug. Variance Favorable / (Unfavorable)	Variance %	FY 2027 YTD Activity	FY 2026 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Revenue								
50 - Taxes	180,889.29	2,375.00	178,514.29	7516%	183,264.29	7,125.00	176,139.29	2472%
53 - Operating Income	1,717,014.57	358,844.82	1,358,169.75	378%	2,287,938.76	968,369.93	1,319,568.83	136%
55 - Other Income	2,004,604.22	51,176.50	1,953,427.72	3817%	2,015,938.47	104,482.83	1,911,455.64	1829%
Revenue Total:	3,902,508.08	412,396.32	3,490,111.76	846%	4,487,141.52	1,079,977.76	3,407,163.76	315%
Expense								
60 - Salaries & Wages	678,620.72	612,189.91	-66,430.81	11%	1,024,638.28	1,022,292.56	-2,345.72	0.23%
61 - Employee Benefits	165,714.44	136,942.53	-28,771.91	21%	977,888.38	802,024.94	-175,863.44	22%
62 - Supplies & Services	221,817.03	169,040.89	-52,776.14	31%	1,018,030.14	827,408.43	-190,621.71	23%
63 - Repairs & Maintenance	8,496.13	24,396.19	15,900.06	-65%	46,360.95	57,553.54	11,192.59	-19%
64 - Utilities	88,283.24	19,666.33	-68,616.91	349%	163,435.95	131,766.50	-31,669.45	24%
65 - Contracts	44,975.91	76,372.31	31,396.40	-41%	122,144.46	141,931.59	19,787.13	-14%
69 - Other Expenses	-	-	-	-	(0.01)	-	0.01	0%
Expense Total:	1,207,907.47	1,038,608.16	-169,299.31	16%	3,352,498.15	2,982,977.56	-369,520.59	12%
Total Surplus (Deficit):	2,694,600.61	(626,211.84)	3,320,812.45	-330%	1,134,643.37	(1,902,999.80)	3,037,643.17	-160%



Chico Area Recreation and Park District

Budget Report Group Summary

For Fiscal: FY 2027 Period Ending: 08/31/2026

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 116 - Rentals						
Program: 11000 - District Wide						
Revenue	20,000.00	20,000.00	47,217.88	47,217.88	27,217.88	236.09%
Program: 11000 - District Wide Total:	20,000.00	20,000.00	47,217.88	47,217.88	27,217.88	236.09%
Program: 11610 - Facility Rentals						
Revenue	400,000.00	400,000.00	27,424.00	46,399.00	-353,601.00	11.60%
Expense	454,972.91	454,972.91	27,516.73	56,686.82	398,286.09	12.46%
Program: 11610 - Facility Rentals Surplus (Deficit):	-54,972.91	-54,972.91	-92.73	-10,287.82	44,685.09	18.71%
Program: 11611 - Picnic Rentals						
Revenue	90,000.00	90,000.00	5,488.00	8,393.00	-81,607.00	9.33%
Program: 11611 - Picnic Rentals Total:	90,000.00	90,000.00	5,488.00	8,393.00	-81,607.00	9.33%
Program: 11612 - Field Rentals						
Revenue	150,000.00	150,000.00	57,347.92	59,371.92	-90,628.08	39.58%
Expense	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00%
Program: 11612 - Field Rentals Surplus (Deficit):	145,000.00	145,000.00	57,347.92	59,371.92	-85,628.08	40.95%
Program: 11613 - Park Rentals						
Revenue	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00%
Program: 11613 - Park Rentals Total:	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00%
Department: 116 - Rentals Surplus (Deficit):	215,027.09	215,027.09	109,961.07	104,694.98	-110,332.11	48.69%
Department: 117 - Public Outreach						
Program: 11000 - District Wide						
Revenue	10,500.00	10,500.00	143.00	645.94	-9,854.06	6.15%
Expense	307,905.19	307,905.19	14,877.92	35,776.59	272,128.60	11.62%
Program: 11000 - District Wide Surplus (Deficit):	-297,405.19	-297,405.19	-14,734.92	-35,130.65	262,274.54	11.81%
Program: 11710 - Special Events						
Revenue	264,500.00	264,500.00	795.00	1,690.00	-262,810.00	0.64%
Expense	90,000.00	90,000.00	8,274.95	18,321.47	71,678.53	20.36%
Program: 11710 - Special Events Surplus (Deficit):	174,500.00	174,500.00	-7,479.95	-16,631.47	-191,131.47	-9.53%
Department: 117 - Public Outreach Surplus (Deficit):	-122,905.19	-122,905.19	-22,214.87	-51,762.12	71,143.07	42.12%
Department: 200 - Rec Admin						
Program: 11000 - District Wide						
Revenue	5,000.00	5,000.00	-1,716.50	-5,242.55	-10,242.55	104.85%
Expense	352,658.73	352,658.73	30,575.48	59,356.30	293,302.43	16.83%
Program: 11000 - District Wide Surplus (Deficit):	-347,658.73	-347,658.73	-32,291.98	-64,598.85	283,059.88	18.58%
Department: 200 - Rec Admin Surplus (Deficit):	-347,658.73	-347,658.73	-32,291.98	-64,598.85	283,059.88	18.58%
Department: 210 - Youth Programs						
Program: 11000 - District Wide						
Expense	1,039,959.44	1,039,959.44	69,657.95	139,164.38	900,795.06	13.38%
Program: 11000 - District Wide Total:	1,039,959.44	1,039,959.44	69,657.95	139,164.38	900,795.06	13.38%
Program: 22200 - Camps						
Revenue	964,058.00	964,058.00	109,175.43	344,264.95	-619,793.05	35.71%
Expense	454,594.56	454,594.56	114,988.93	241,906.17	212,688.39	53.21%
Program: 22200 - Camps Surplus (Deficit):	509,463.44	509,463.44	-5,813.50	102,358.78	-407,104.66	20.09%
Program: 22340 - Community Programs						
Revenue	140,000.00	140,000.00	-3,452.00	5,308.00	-134,692.00	3.79%
Expense	69,600.00	69,600.00	2,157.45	2,929.32	66,670.68	4.21%
Program: 22340 - Community Programs Surplus (Deficit):	70,400.00	70,400.00	-5,609.45	2,378.68	-68,021.32	3.38%

Budget Report

For Fiscal: FY 2027 Period Ending: 08/31/2026

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Program: 22510 - After School Program						
Revenue	2,644,872.95	2,644,872.95	661,218.24	661,218.24	-1,983,654.71	25.00%
Expense	2,005,858.70	2,005,858.70	27,015.54	27,589.53	1,978,269.17	1.38%
Program: 22510 - After School Program Surplus (Deficit):	639,014.25	639,014.25	634,202.70	633,628.71	-5,385.54	99.16%
Program: 22900 - Youth Leader						
Revenue	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00%
Expense	920.00	920.00	0.00	0.00	920.00	0.00%
Program: 22900 - Youth Leader Surplus (Deficit):	29,080.00	29,080.00	0.00	0.00	-29,080.00	0.00%
Program: 22910 - Inclusion						
Revenue	685,477.89	685,477.89	156,559.18	158,309.18	-527,168.71	23.09%
Expense	403,630.50	403,630.50	24,547.91	50,952.51	352,677.99	12.62%
Program: 22910 - Inclusion Surplus (Deficit):	281,847.39	281,847.39	132,011.27	107,356.67	-174,490.72	38.09%
Department: 210 - Youth Programs Surplus (Deficit):	489,845.64	489,845.64	685,133.07	706,558.46	216,712.82	144.24%
Department: 220 - Ice Rink Recreation						
Program: 22100 - Ice Rink Recreation						
Revenue	322,000.00	322,000.00	2,500.00	2,500.00	-319,500.00	0.78%
Expense	132,000.00	132,000.00	0.00	0.00	132,000.00	0.00%
Program: 22100 - Ice Rink Recreation Surplus (Deficit):	190,000.00	190,000.00	2,500.00	2,500.00	-187,500.00	1.32%
Department: 220 - Ice Rink Recreation Surplus (Deficit):	190,000.00	190,000.00	2,500.00	2,500.00	-187,500.00	1.32%
Department: 230 - Nature Programs						
Program: 22600 - NC Admin						
Revenue	210,000.00	210,000.00	-18,689.00	-16,337.00	-226,337.00	7.78%
Expense	436,463.50	436,463.50	31,257.03	61,566.52	374,896.98	14.11%
Program: 22600 - NC Admin Surplus (Deficit):	-226,463.50	-226,463.50	-49,946.03	-77,903.52	148,559.98	34.40%
Program: 22630 - Nature ABC						
Revenue	8,530.00	8,530.00	2,035.40	2,035.40	-6,494.60	23.86%
Expense	3,310.00	3,310.00	0.00	0.00	3,310.00	0.00%
Program: 22630 - Nature ABC Surplus (Deficit):	5,220.00	5,220.00	2,035.40	2,035.40	-3,184.60	38.99%
Program: 22650 - Observatory						
Revenue	2,475.00	2,475.00	496.00	496.00	-1,979.00	20.04%
Program: 22650 - Observatory Total:	2,475.00	2,475.00	496.00	496.00	-1,979.00	20.04%
Department: 230 - Nature Programs Surplus (Deficit):	-218,768.50	-218,768.50	-47,414.63	-75,372.12	143,396.38	34.45%
Department: 235 - Sports						
Program: 11000 - District Wide						
Expense	331,104.00	331,104.00	21,328.52	42,869.00	288,235.00	12.95%
Program: 11000 - District Wide Total:	331,104.00	331,104.00	21,328.52	42,869.00	288,235.00	12.95%
Program: 22310 - Youth Sports						
Revenue	320,000.00	320,000.00	54,517.85	137,187.08	-182,812.92	42.87%
Expense	176,400.00	176,400.00	10,121.31	15,822.56	160,577.44	8.97%
Program: 22310 - Youth Sports Surplus (Deficit):	143,600.00	143,600.00	44,396.54	121,364.52	-22,235.48	84.52%
Program: 22320 - Adult Sports						
Revenue	350,000.00	350,000.00	26,462.82	31,543.36	-318,456.64	9.01%
Expense	208,200.00	208,200.00	21,050.19	32,718.32	175,481.68	15.71%
Program: 22320 - Adult Sports Surplus (Deficit):	141,800.00	141,800.00	5,412.63	-1,174.96	-142,974.96	-0.83%
Program: 22330 - Action Sports						
Revenue	180,000.00	180,000.00	0.00	0.00	-180,000.00	0.00%
Expense	84,715.00	84,715.00	0.00	0.00	84,715.00	0.00%
Program: 22330 - Action Sports Surplus (Deficit):	95,285.00	95,285.00	0.00	0.00	-95,285.00	0.00%
Department: 235 - Sports Surplus (Deficit):	49,581.00	49,581.00	28,480.65	77,320.56	27,739.56	155.95%
Department: 240 - Contract Programs						
Program: 22400 - Contract Programs						
Revenue	490,000.00	490,000.00	4,637.46	14,467.22	-475,532.78	2.95%
Expense	379,927.88	379,927.88	62,581.09	162,708.18	217,219.70	42.83%

Budget Report

For Fiscal: FY 2027 Period Ending: 08/31/2026

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Program: 22400 - Contract Programs Surplus (Deficit):	110,072.12	110,072.12	-57,943.63	-148,240.96	-258,313.08	-134.68%
Program: 22450 - Contract Camps						
Revenue	200,000.00	200,000.00	47,950.80	200,650.78	650.78	100.33%
Expense	0.00	0.00	1,304.47	5,527.41	-5,527.41	0.00%
Program: 22450 - Contract Camps Surplus (Deficit):	200,000.00	200,000.00	46,646.33	195,123.37	-4,876.63	97.56%
Department: 240 - Contract Programs Surplus (Deficit):	310,072.12	310,072.12	-11,297.30	46,882.41	-263,189.71	15.12%
Department: 245 - Aquatics Recreation						
Program: 11000 - District Wide						
Expense	314,288.00	314,288.00	3,322.25	3,322.25	310,965.75	1.06%
Program: 11000 - District Wide Total:	314,288.00	314,288.00	3,322.25	3,322.25	310,965.75	1.06%
Program: 22800 - PV Pool						
Revenue	150,000.00	150,000.00	24,275.22	70,344.40	-79,655.60	46.90%
Expense	163,725.79	163,725.79	68,941.31	137,362.18	26,363.61	83.90%
Program: 22800 - PV Pool Surplus (Deficit):	-13,725.79	-13,725.79	-44,666.09	-67,017.78	-53,291.99	488.26%
Program: 22830 - Aquatic Center						
Revenue	1,267,600.00	1,267,600.00	-33.00	0.00	-1,267,600.00	0.00%
Expense	947,942.00	947,942.00	0.00	0.00	947,942.00	0.00%
Program: 22830 - Aquatic Center Surplus (Deficit):	319,658.00	319,658.00	-33.00	0.00	-319,658.00	0.00%
Program: 22840 - Sycamore Pool						
Revenue	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
Expense	95,000.00	95,000.00	0.00	0.00	95,000.00	0.00%
Program: 22840 - Sycamore Pool Surplus (Deficit):	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00%
Department: 245 - Aquatics Recreation Surplus (Deficit):	-3,355.79	-3,355.79	-48,021.34	-70,340.03	-66,984.24	2,096.08%
Department: 250 - Adult Programs						
Program: 22550 - Adult Programs						
Revenue	30,000.00	30,000.00	1,045.00	1,345.00	-28,655.00	4.48%
Expense	17,000.00	17,000.00	600.00	600.00	16,400.00	3.53%
Program: 22550 - Adult Programs Surplus (Deficit):	13,000.00	13,000.00	445.00	745.00	-12,255.00	5.73%
Department: 250 - Adult Programs Surplus (Deficit):	13,000.00	13,000.00	445.00	745.00	-12,255.00	5.73%
Report Surplus (Deficit):	574,837.64	574,837.64	665,279.67	676,628.29	101,790.65	117.71%



Chico Area Recreation and Park District

Budget Report Group Summary

For Fiscal: FY 2027 Period Ending: 08/31/2026

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Program: 33500 - Baroni Park						
50 - Taxes	114,000.00	114,000.00	0.00	0.00	-114,000.00	0.00%
60 - Salaries & Wages	94,444.12	94,444.12	6,571.49	13,174.05	81,270.07	13.95%
61 - Employee Benefits	32,422.66	32,422.66	2,321.27	4,648.35	27,774.31	14.34%
62 - Supplies & Services	123,901.76	123,901.76	3,052.24	4,606.17	119,295.59	3.72%
63 - Repairs & Maintenance	2,632.35	2,632.35	97.37	463.01	2,169.34	17.59%
64 - Utilities	20,285.29	20,285.29	151.63	2,478.91	17,806.38	12.22%
65 - Contracts	4,696.00	4,696.00	251.30	486.59	4,209.41	10.36%
Program: 33500 - Baroni Park Surplus (Deficit):	-164,382.18	-164,382.18	-12,445.30	-25,857.08	138,525.10	15.73%
Program: 33510 - Indigo Park						
50 - Taxes	48,600.00	48,600.00	0.00	0.00	-48,600.00	0.00%
60 - Salaries & Wages	94,444.12	94,444.12	6,571.49	13,174.05	81,270.07	13.95%
61 - Employee Benefits	32,422.66	32,422.66	2,321.27	4,648.35	27,774.31	14.34%
62 - Supplies & Services	63,501.76	63,501.76	2,580.33	4,134.26	59,367.50	6.51%
63 - Repairs & Maintenance	2,632.35	2,632.35	97.37	463.01	2,169.34	17.59%
64 - Utilities	10,035.29	10,035.29	781.04	1,648.59	8,386.70	16.43%
65 - Contracts	4,696.00	4,696.00	251.30	486.59	4,209.41	10.36%
Program: 33510 - Indigo Park Surplus (Deficit):	-159,132.18	-159,132.18	-12,602.80	-24,554.85	134,577.33	15.43%
Program: 33520 - Oakway Park						
50 - Taxes	23,900.00	23,900.00	0.00	0.00	-23,900.00	0.00%
60 - Salaries & Wages	181,017.90	181,017.90	13,142.97	26,348.08	154,669.82	14.56%
61 - Employee Benefits	62,143.43	62,143.43	4,642.56	9,296.70	52,846.73	14.96%
62 - Supplies & Services	52,461.73	52,461.73	5,735.55	8,843.40	43,618.33	16.86%
63 - Repairs & Maintenance	5,045.34	5,045.34	691.05	1,422.35	3,622.99	28.19%
64 - Utilities	15,180.15	15,180.15	720.11	1,314.24	13,865.91	8.66%
65 - Contracts	9,000.67	9,000.67	502.61	973.18	8,027.49	10.81%
Program: 33520 - Oakway Park Surplus (Deficit):	-300,949.22	-300,949.22	-25,434.85	-48,197.95	252,751.27	16.02%
Program: 33530 - Peterson Park						
50 - Taxes	42,527.50	42,527.50	0.00	0.00	-42,527.50	0.00%
60 - Salaries & Wages	110,184.81	110,184.81	7,885.79	15,808.86	94,375.95	14.35%
61 - Employee Benefits	37,826.44	37,826.44	2,785.52	5,578.02	32,248.42	14.75%
62 - Supplies & Services	59,912.90	59,912.90	3,379.55	5,244.26	54,668.64	8.75%
63 - Repairs & Maintenance	3,071.08	3,071.08	116.85	555.62	2,515.46	18.09%
64 - Utilities	32,016.18	32,016.18	201.84	1,292.66	30,723.52	4.04%
65 - Contracts	5,478.67	5,478.67	301.56	583.90	4,894.77	10.66%
Program: 33530 - Peterson Park Surplus (Deficit):	-205,962.58	-205,962.58	-14,671.11	-29,063.32	176,899.26	14.11%
Report Surplus (Deficit):	-830,426.16	-830,426.16	-65,154.06	-127,673.20	702,752.96	15.37%



Chico Area Recreation and Park District

Budget Report Group Summary

For Fiscal: FY 2027 Period Ending: 08/31/2026

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 70 - City Impact Fees (Community Park)						
Revenue	1,360,000.00	1,360,000.00	180,889.29	180,889.29	-1,179,110.71	13.30%
Fund: 70 - City Impact Fees (Community Park) Total:	1,360,000.00	1,360,000.00	180,889.29	180,889.29	-1,179,110.71	13.30%
Fund: 80 - County Impact Fees						
Revenue	75,000.00	75,000.00	171.50	2,805.81	-72,194.19	3.74%
Fund: 80 - County Impact Fees Total:	75,000.00	75,000.00	171.50	2,805.81	-72,194.19	3.74%
Report Total:	1,435,000.00	1,435,000.00	181,060.79	183,695.10	-1,251,304.90	12.80%



Chico Area Recreation and Park District

Fund Balance Summary Account Summary As Of 08/31/2026

	90 - General Fund	80 - County Impact Fees	70 - City Impact Fees (Community Park)	60 - Baroni Park	63 - Indigo Park	65 - Oak Way Park	67 - Peterson Park (Amber Grove)	Total
Asset								
Cash								
10 - Cash	3,678,889.20	344,467.50	180,889.29	5,000.00	0.00	0.00	0.00	4,209,245.99
Total Cash:	3,678,889.20	344,467.50	180,889.29	5,000.00	0.00	0.00	0.00	4,209,245.99
Capital and Current Assets								
12 - Capital Assets	60,981,754.28	0.00	0.00	0.00	0.00	0.00	0.00	60,981,754.28
13 - Current Assets	2,780,667.27	0.00	0.00	0.00	0.00	0.00	0.00	2,780,667.27
Total Capital and Current Assets:	63,762,421.55	0.00	0.00	0.00	0.00	0.00	0.00	63,762,421.55
Total Asset:	67,441,310.75	344,467.50	180,889.29	5,000.00	0.00	0.00	0.00	67,971,667.54
Liability								
Current Liabilities								
20 - Current Liabilities	5,581,290.31	0.00	0.00	0.00	0.00	0.00	0.00	5,581,290.31
Total Current Liabilities:	5,581,290.31	0.00	0.00	0.00	0.00	0.00	0.00	5,581,290.31
Total Liability:	5,581,290.31	0.00	0.00	0.00	0.00	0.00	0.00	5,581,290.31
Equity								
Fund Balance - Spendable								
30 - Fund Balance	22,991,624.41	0.00	0.00	0.00	-12,779.69	0.00	-38,447.94	22,940,396.78
Total Fund Balance - Spendable:	22,991,624.41	0.00	0.00	0.00	-12,779.69	0.00	-38,447.94	22,940,396.78
Fund Balance - Restricted								
30 - Fund Balance	2,500,000.00	341,661.69	0.00	5,000.00	12,779.69	0.00	38,447.94	2,897,889.32
Total Fund Balance - Restricted:	2,500,000.00	341,661.69	0.00	5,000.00	12,779.69	0.00	38,447.94	2,897,889.32
Fund Balance - NonSpendable								
30 - Fund Balance	35,555,915.76	0.00	0.00	0.00	0.00	0.00	0.00	35,555,915.76
Total Fund Balance - NonSpendable:	35,555,915.76	0.00	0.00	0.00	0.00	0.00	0.00	35,555,915.76
Total Total Beginning Equity:	61,047,540.17	341,661.69	0.00	5,000.00	0.00	0.00	0.00	61,394,201.86
Total Revenue	4,303,958.92	2,805.81	180,889.29	0.00	0.00	0.00	0.00	4,487,654.02
Total Expense	3,491,478.65	0.00	0.00	0.00	0.00	0.00	0.00	3,491,478.65
Revenues Over/Under Expenses	812,480.27	2,805.81	180,889.29	0.00	0.00	0.00	0.00	996,175.37
Total Equity and Current Surplus (Deficit):	61,860,020.44	344,467.50	180,889.29	5,000.00	0.00	0.00	0.00	62,390,377.23
Total Liabilities, Equity and Current Surplus (Deficit):	67,441,310.75	344,467.50	180,889.29	5,000.00	0.00	0.00	0.00	67,971,667.54



Chico Area Recreation and Park District

Cash Accounts

Current to Prior Year

Current Year	Balance	Prior Year	Balance
As of 08/31/2026		As of 08/31/2025	
Petty Cash	800.00	Petty Cash	800.00
US Bank - County Treasurer	2,066,593.93	US Bank - County Treasurer	4,075,360.55
Golden Valley Bank - Operations	90,776.68	Golden Valley Bank - Operations	937,012.82
California CLASS	4,907.18	California CLASS	2,800,398.47
GVB Investment	2,013,799.85	GVB Investment	8,143,340.62
TCB Investment	31,545.61	TCB Investment	1,189,294.68
TOTAL	4,208,423.25	TOTAL	17,146,207.14



Chico Area Recreation and Park District

Project Summary

As of 8/31/2026

Project Number	Project Name	Total Budget	Current FY Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
2324-102	AQC - Design	2,075,000.00	-	2,025,886.31	18,657.81	2,044,544.12	30,455.88
2324-103	AQC - Construction	34,200,628.00	-	18,095,879.08	1,595,872.81	19,691,751.89	14,508,876.11
2324-104	ADA Upgrades	340,000.00	135,000.00	285,403.73	31,903.00	317,306.73	22,693.27
2324-105	DFM Upgrades	340,000.00	150,000.00	62,237.75	-	62,237.75	277,762.25
2526-103	Replacements & Improvements	390,250.00	167,800.00	114,630.68	6,975.43	121,606.11	268,643.89
2324-107	DST - Irrigation Upgrades	819,040.00	300,000.00	468,945.04	-	468,945.04	350,094.96
2627-101	PVC - Roof Repair	165,800.00	165,800.00	-	-	-	165,800.00
2627-102	HKO - Outfield Fencing	100,000.00	100,000.00	-	-	-	100,000.00
2627-103	DST - Access Control	85,000.00	85,000.00	-	-	-	85,000.00
2627-104	DST - Re-key	32,000.00	32,000.00	-	-	-	32,000.00
2627-201	DST - Seed Spreader	22,000.00	22,000.00	-	-	-	22,000.00
2627-202	DST - Gator (2)	11,000.00	11,000.00	(27,000.00)	32,982.42	5,982.42	5,017.58
2627-203	DST - Vehicle Replacement (1)	54,000.00	54,000.00	-	46,777.44	46,777.44	7,222.56
Report Total:		38,634,718.00	1,222,600.00	21,025,982.59	1,733,168.91	22,759,151.50	15,875,566.50

STAFF REPORT

DATE: September 24, 2026
TO: Board of Directors
FROM: Annabel Grimm, General Manager
SUBJECT: Updated Policies

BACKGROUND

District staff are presenting a revised Board Policy as part of the District's ongoing policy maintenance and governance practices. Regular review ensures policies remain current, legally compliant, and aligned with Board direction and organizational operations.

DISCUSSION

Human Resources

Section 3100 Personnel

- Policy 3140- Anti Harassment and Discrimination
 - Revised to incorporate abusive conduct within the District's prohibition of harassment, discrimination, and retaliation, and to include related prevention training requirements.

RECOMMENDATION

Board of Directors approve the proposed policy.

**POLICY #3140** Anti-Harassment & Discrimination**EFFECTIVE DATE** 9/24/2026**VERSION # 4****APPLIES TO**

Division	Districtwide
Sub-Division	Human Resources

VERSION	REVISION DATE	DESCRIPTION OF CHANGE/SUPERSEDE	AUTHOR
1	3/10/1994	Established	Human Resources
2	5/15/2008	Revision for legal compliance	Legal Counsel
3	3/26/2026	Updating and removing from Employee Handbook	Strategic Initiatives Manager
4	9/24/2026	Revision to include Abusive Conduct	Strategic Initiatives Manager

RATIONALE

The District will not permit any form of harassment in the workplace. All employees, prospective employees, customers, vendors, and other visitors deserve respect and dignity. Harassment based on any individual's race, religion, gender, gender identification, sexual orientation, national origin, age, disability, or other protected characteristic will not be tolerated. This policy applies to all employees, applicants, interns, volunteers, contractors, vendors, members of the Board of Directors, and any person providing services pursuant to a contract.

TERMS AND DEFINITIONS

TERM	DEFINITION
Legally Protected Category or Characteristic	It is unlawful under California law to harass, discriminate against, or retaliate against any individual based on the following protected characteristics: • Race or religious creed • Color • National origin or ancestry • Physical or mental disability • Reproductive health decision making • Medical condition or genetic information • Marital status • Sex, gender, gender identity, gender expression • Age

	• Sexual orientation • Veteran or military status
Discrimination	Discrimination includes adverse actions such as refusing to hire, promote, terminate, demote, or otherwise treat an individual unfavorably in terms, conditions, or privileges of employment because of a protected characteristic.
Abusive Conduct	Conduct of an employer or employee in the workplace, undertaken with malice, that a reasonable person would find hostile, offensive, and unrelated to the District's legitimate business interests. Abusive conduct may include, but is not limited to, repeated infliction of verbal abuse such as derogatory remarks, insults, or epithets; verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; or the gratuitous sabotage or undermining of a person's work performance. A single act shall not ordinarily constitute abusive conduct, unless especially severe and egregious.
Harassment	Harassment includes unwelcome conduct based on a protected characteristic that creates an intimidating, offensive, or hostile work environment or that interferes with work performance of any employee. Harassment may be verbal, visual, or physical. Harassing conduct can take many forms and includes, but is not limited to derogatory slurs, jokes, gestures, images, threats, intimidation, or unwanted sexual advances.
Sexual Harassment	Unwelcome sexual advances, requests for sexual favors, or other visual, verbal, or physical conduct of a sexual nature may all constitute sexual harassment when: (1) submission to such conduct is made a term or condition of employment, an unpaid internship, or volunteer program; or (2) submission to or rejection of such conduct is used as basis for employment decisions, or any decision relating to an unpaid internship or volunteer program, affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. The following is a list of some, but not all, actions employees are to avoid that could be interpreted as sexual harassment: • Unwanted sexual advances. • Offering employment benefits in exchange for sexual favors.

	• Making or threatening reprisals after a negative response to sexual advances. • Visual conduct, such as leering, making sexual gestures, display of sexually explicit jokes, comments about an employee's body or dress. • Verbal sexual advances or propositions. • Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations. • Physical conduct, such as touching, assault, impeding, or blocking movements. • Retaliation for reporting harassment or threatening to report harassment. • Electronic communications such as email, texts, or internet use that violate this policy. Sexual harassment can occur between members of the same or opposite sex and need not be motivated by sexual desire or attraction. Sexual harassment may interfere with work performance or create an intimidating, hostile, or offensive work environment. Sexual harassment on the job is prohibited whether it involves co-worker harassment, harassment by a supervisor or manager, harassment by third parties doing business with or for the District, or members of the public visiting District parks or facilities.
Retaliation	Taking adverse action against any individual who: (a) opposes discriminatory or harassing conduct, (b) reports a complaint in good faith, or (c) participates in an investigation or hearing.

Complaint Procedure

If an employee believes they have been subjected to, have witnessed, or suspect conduct that violates this policy, including harassment, discrimination, or retaliation, they should immediately report such conduct to Human Resources or any member of District leadership. Individuals who receive a complaint must immediately notify Human Resources.

Complaints should be specific and should include the names of the individuals involved and the names of any witnesses. The District will take all complaints seriously and will promptly and thoroughly investigate reported concerns in an effort to resolve the situation. Because concerns

cannot be addressed if they are not reported, all workers are strongly encouraged and expected to report suspected violations of this policy, and to cooperate fully in any investigation.

Investigation of Complaints

All complaints will be investigated in a timely, fair, thorough, and impartial manner by a qualified investigator. Investigations will be conducted promptly and completed within a reasonable timeframe. The District will reach reasonable conclusions based on the evidence collected and will take appropriate corrective or remedial action if a violation of this policy is found.

The Human Resources Director, or appropriate designee, if the circumstances warrant, will promptly undertake or direct an effective, thorough, and objective investigation of allegations of harassment, discrimination, or retaliation. Upon completion of the investigation, the District will determine whether this policy has been violated and will communicate the findings to the complaining party and the named individual(s) in the complaint, consistent with applicable confidentiality requirements.

During the course of an investigation, employees may be placed on administrative leave or may be subject to other interim measures, as appropriate, pending the completion of the investigation.

Retaliation against any individual for making a report, or for participating in an investigation, under this policy is strictly prohibited. Any employee who believes they have been subjected to retaliation should immediately report the conduct to their supervisor or to Human Resources.

Any employee found to have violated this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

Intentional False Complaints

While the District vigorously defends its employees' right to work in an environment free of discrimination, harassment, and retaliation it also recognizes that false accusations of discrimination, harassment, or retaliation can have serious consequences. Accordingly, any employee who knowingly files a false complaint or provides false information during a District investigation will be subject to disciplinary action, up to and including termination.

Anonymity and Confidentiality

The District will accept and investigate anonymous complaints; however, employees are encouraged to identify themselves when making a complaint so that the District can conduct the most thorough and effective investigation possible. Anonymous complaints may limit the District's ability to obtain additional information or fully investigate the matter. If the identity of an anonymous complainant becomes known during the course of an investigation, the District

cannot guarantee that the individual's identity will remain confidential if disclosure is necessary to conduct a thorough investigation or comply with applicable law.

The District will take all reasonable steps available to maintain the confidentiality of complaints of discrimination, harassment, or retaliation, as well as all information gathered during an investigation. Information will be kept confidential to the extent possible while allowing for a thorough investigation and in accordance with applicable law.

Employees involved in an investigation of discrimination, harassment, or retaliation are required and expected to maintain the confidentiality of information obtained during the investigation.

Additional Enforcement Information

In addition to the District's internal complaint procedures, individuals have the right to file a complaint with the California Civil Rights Department (CRD) or the Equal Employment Opportunity Commission (EEOC).

Training and Policy Dissemination

All employees who are hired by the District will be given a copy of this Policy and will receive guidance from the District on its provisions and the District's commitment to provide a workplace free from discrimination, harassment, and retaliation. All supervisory employees will receive at least two (2) hours of harassment prevention training every two years, and all non-supervisory employees will receive at least one (1) hour of harassment prevention training every two years, in accordance with Government Code section 12950.1 and applicable regulations. This training shall include education and training on the prevention of abusive conduct, as well as training inclusive of harassment based on gender identity, gender expression, and sexual orientation as required by Government Code section 12950.1.

Authority: General Manager; Board of Directors; Government Code 12940-50

Approved by the Board of Directors on **September 24, 2026**

STAFF REPORT

DATE: September 24, 2026
TO: Board of Directors
FROM: Annabel Grimm, General Manager
SUBJECT: Memorandum of Understanding for the International Union of Operating Engineers, Stationary Engineers, Local 39

BACKGROUND

The Memorandum of Understanding (MOU) between the Chico Area Recreation and Park District ("District") and the International Union of Operating Engineers, Stationary Engineers, Local 39 ("IUOE Local 39") establishes the wages, hours, and other terms and conditions of employment for District employees represented by IUOE Local 39. The District's current MOU with IUOE Local 39 expires June 30, 2026. The District's negotiating team and representatives of IUOE Local 39 have engaged in good faith negotiations on a successor agreement, with the Board of Directors receiving periodic updates on the status of negotiations in Closed Session pursuant to Government Code Section 54957.6, Conference with Labor Negotiators. The District and IUOE Local 39 have reached a tentative agreement on a successor MOU. The finalized terms are presented below for Board consideration and adoption.

DISCUSSION

The finalized successor MOU between the District and IUOE Local 39 reflects the following key terms:

Term Period

- July 1, 2026 through June 30, 2032 (Fiscal Years 2026/27 – 2031/32), a six-year agreement.

Salary Schedule

- Effective July 1, 2028 (Year 3), Step H will be added to the salary schedule at a 2.5% increase above Step G.

General Salary Increase

- 2% in Year 1 and Year 4.
- 1.5% in Years 2, 3, 5, and 6.

Overtime

- On a holiday designated in Section 9.11a, an employee shall be paid, or receive compensatory time off (CTO), for actual hours worked at one and one-half (1½) times the rate, at the employee's discretion. Actual hours worked on the holiday will apply toward the 40-hour workweek.

Hospitalization, Medical, and Dental Care

- No changes to the health allocation. Cost increases and decreases are split evenly between employees and the District.

- Should the average increase in Unit employees' out-of-pocket health benefit costs exceed the average total wage increase scheduled for Unit employees in a given fiscal year, Unit employees shall forgo the scheduled General Salary Increase for that year, and the District will assume the increased cost.

Holidays

- When a designated federal holiday falls on a Sunday, the following Monday will be observed. When a federal holiday falls on a Saturday, the preceding Friday will be observed.

Other District Days Off

- The day after Thanksgiving, Christmas Eve, and New Year's Eve shall be non-working days, except when District operations require employee coverage. Time worked on these days shall be paid at the employee's regular rate of pay.

RECOMMENDATION

Staff recommends the Board of Directors adopt Resolution No. 26-11, approving the Memorandum of Understanding between the District and the International Union of Operating Engineers, Stationary Engineers, Local 39, for the term of July 1, 2026 through June 30, 2032, and authorizing the General Manager, or her designee, to execute the agreement on behalf of the District.

August 27, 2026

Bargaining Team
IUOE Local 39

Subject: District Proposal - 3

Dear Local 39 Leaders,
The District proposes the following revised terms for the agreement:

Term Period

- 2026/27 – 2031/32

Salary Schedule

- July 1, 2028 (year 3) – Step H will be added to the schedule at 2.5% increase from Step G

General Salary Increase

- 2 % Year 1 & 4
- 1.5% Years 2, 3, 5, & 6

Hospitalization, Medical, and Dental Care

- No Changes to the health allocation
- Cost increases and decreases are split evenly by the Employees and the District.
 - Should the average increase in Unit Employees' out-of-pocket health benefit costs exceed the average total wage increase scheduled for Unit Employees in a given fiscal year, Unit Employees shall forgo the scheduled General Salary Increase for that year and the District will assume the increased costs.

Holidays

- ~~When 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.~~

Other District Days Off

- The day after Thanksgiving, Christmas Eve, and New Year's Eve shall be non-working days, except when District operations require Employee coverage.

Thank you for your consideration.

Sincerely,



Annabel Grimm
General Manager

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Article 1 – General Provisions

Preamble

- 1.1 The International Union of Operating Engineers, Stationary Local 39, AFL-CIO (hereafter referred to as Local 39) and General Manager of 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 Supervisory Park and Recreation Unit (the "Unit") represented by Local 39, 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") 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 MOU shall have the same meaning as set forth in the District's Personnel Policies, 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 other representative thereof acting on behalf of the District 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 or such other representative who is designated by the Board of Directors to speak on behalf of the District with regard to the provisions of this memorandum.
- 1.6 Local 39: The International Union of Operating Engineers, Stationary Local 39, AFL-CIO (Local 39), or Officer thereof acting on behalf of Local 39 with regard to this memorandum.
- 1.7 Unit Representative: The individual(s) of the Union who is authorized to speak on behalf of the unit with regard to the provisions of this memorandum.
- 1.8 Employee or Employees: Permanent or temporarily assigned, full-time employees of the Unit.
- 1.9 Workweek: Is any Seven (7) day period established by the District.
- 1.10 Hours Worked: Refers to all time an employee is required to be on the District's premises, on duty, or at a designated workplace. The following are examples of activities that do not qualify as "Hours Worked": duty-free lunch periods, commuting to and from work, paid leave, and time spent participating in genuine volunteer activities.
- 1.11 Seniority: Is defined as the Employee who has held the job title for the longest continuous period. In the event that two or more employees have held the same job title for the same

amount of time, ties will be broken by full-time hire date with the District. If a tie still exists, the employee's part time hire date, if applicable, shall be used to break the tie.

- 1.12 Workers' Compensation: The Compensation Insurance Payment the employee receives when that employee is injured on the job and is required by a qualified physician to take leave from normal duties.
- 1.13 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.
- 1.14 Dependents: The Employee's spouse and all unmarried children as allowed by law, or as accepted by health coverage.
- 1.15 Lock Out: Is a denial of employment by the District to Employees during meet and confer proceedings for the purpose of forcing the bargaining unit to agree to terms set forth by the District.

Non-Discrimination

- 1.16 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

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

Article 2 – Recognition

2.1 Organizational Security

The District recognizes the International Union of Operating Engineers, Stationary (IUOE), Local 39, AFL-CIO, as the exclusive bargaining agent for all employees whose classifications are: Park Supervisor; Recreation Supervisor.

The District agrees to meet and confer and otherwise deal exclusively with the IUOE on all matters related to the scope of representation pertaining to the Employees as authorized by law.

2.2 Use of District Facilities

- a. Local 39 shall be allowed use of reasonable space on available bulletin boards for communications having to do with official District/Union business, upon approval of the General Manager.
- b. The District may make reasonably available conference rooms and other meeting areas specified by the District for the purpose of holding Union business meetings during off-duty hours. Local 39 shall provide at least three (3) working days advance notice to the District of such scheduled meeting and Local 39 agrees to be held responsible for security and cleanup of such meeting areas.
- c. Facilities will be made available for Unit sponsored CPR and First Aid training.

2.3 Advance Notice

Reasonable written notice shall be given to the Union's Representative of any ordinance, rule, resolution, or regulation relating to matters within the scope of representation, proposed to be adopted or amended and each shall be given the opportunity to meet and confer with the District's representatives.

2.4 Membership Dues Deductions

The District will provide payroll deductions for monthly Union membership dues and assessments. Local 39 shall provide the District with written authorization on a form, signed by the Employee authorizing the payroll deduction, and setting the full amount to be deducted each month. The District will rely upon the information provided by Local 39 in processing deductions from unit members' pay, which shall occur monthly.

- a. Deduction shall be made each pay period and a check for the total monthly deductions shall be submitted to Local 39 within five (5) working days after the end of each month.
- b. 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.
- c. When an employee is in a non-pay status for an entire pay period, no deduction will be made.
- d. 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 made from.
- e. 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

Local 39 shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the provisions contained in this Section.

2.6 Local 39 and District Communication

The District will respond to official written communication from Local 39 when relevant to provisions outlined in the MOU within fifteen (15) working days after the next District Board meeting after receipt of said correspondence.

2.7 Voluntary Political Action Committee Deductions

The District will deduct such amount as authorized by the Employee, but not less than \$0.05 per hour, for each hour the Employee receives wages under this Agreement, on the basis of individually signed voluntarily deduction forms for contributions to the Local 39 Federal Political Action Committee (PAC) fund.

It is agreed that these authorized deductions for the Local 39 Federal PAC are not conditions of membership in the IUOE, Local 39, or of employment with the District.

It is acknowledged that the Local 39 Federal PAC will use these funds in making political contributions in connection with Federal, State, and local elections. Payments shall be made monthly on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, remitted to 1620 North Market Boulevard, Sacramento, CA 95834.

2.8 Attendance at Meetings by Employees

The Employee who is designated the Local 39 Shop Steward or their alternate shall be given reasonable time off, with pay, to attend meetings scheduled during working hours with the District, or to be present at District hearings where matters within the scope of Agreement are being considered. The use of work time for these matters shall be reasonable and shall not interfere with the performance of District services as determined by the District.

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 agreement 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 Memorandum of Understanding is for the period of July 1, 2024, through June 30, 2026, and shall remain in force thereafter from year to year unless Local 39 or the District files written notice one hundred twenty (120) days prior to expiration of this Agreement of their desire to amend, modify, or terminate the Agreement.

4.4 Proportionate Equity

If any other employee group, represented or unrepresented—excluding management—receives an across the board salary increase that exceeds those negotiated in the terms of this agreement, Employees represented by Local 39 shall receive a proportionate increase, unless the increase is related to an exchange of benefits.

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

Under this Agreement, Local 39 agrees that it will not recommend, encourage, cause, or permit Employees to engage in any form of work stoppage. This includes strikes, sit-downs, stay-ins, sick-outs, refusal to work overtime, slowdowns, or picketing, in any office or department of the District. Additionally, no member of the Unit shall participate in actions that curtail work, limit production, or interfere with District operations. If any such work stoppage occurs, the District is not obligated to negotiate the underlying dispute until the work stoppage has fully ended.

5.4 Unauthorized Work Stoppage

In the event of a work stoppage during the term of this Agreement, whether initiated by Local 39 or its members, Local 39, through its officers, shall immediately issue a written declaration stating that the work stoppage is illegal and unauthorized. They shall also instruct their members in writing to cease the stoppage and return to work. Copies of this written notice must be provided to the District.

If Local 39 promptly and in good faith fulfills these obligations, and has not otherwise authorized, permitted, or encouraged the work stoppage, it will not be held liable for damages resulting from the violation of this provision. However, the District reserves the right to discipline, including termination, any Employee who instigates, participates in, or leads such prohibited activity. Additionally, the District retains the right to pursue full legal remedies, including seeking damages from the employee(s) responsible.

Article 6 – Employment

6.1 Hiring

When an Employee is hired in any classification covered by this Agreement, the District shall notify the Employee that Local 39 is the recognized bargaining representative for the Unit. The District shall provide the Employee with a copy of the current Agreement and advise the Employee of the name and contact information of the current Unit Steward employed with the District. The District will notify Local 39 of the new Employee at the time of hire.

6.2 Union Orientation

The District shall allow Local 39, as part of its orientation of new employees, thirty (30) minutes to present information about Local 39. If no orientation is conducted, then Local 39 will be allowed thirty (30) minutes during the Employee's workday to make such presentation. Additionally, the District agrees to attach a Local 39 membership application as part of the new employee information packet.

6.3 Days and Hours of Work

Unit Employees are supervisory employees classified as exempt under the Fair Labor Standards Act (FLSA), which means they are not entitled to overtime pay. As exempt employees, they are expected to complete their assigned duties regardless of the number of hours worked. When extended work hours are necessary, Department Heads may authorize informal adjustments to work hours and schedules. Any informal time off must be approved by the Department Head for work weeks that significantly exceed 40 hours. This time off may not necessarily correspond directly to the extra hours worked on a one-to-one basis.

6.4 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 a probationary period of six (6) months. However, the District at its sole discretion may extend the probationary period to one 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 separate 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.

6.5 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.

6.6 Meal and Rest Periods

Employees are entitled to a 30-minute unpaid meal period each day and a 15-minute paid rest period during the first half of the workday and another the second half of the workday. The time may be scheduled by District.

6.7 Milage

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

6.8 Layoffs

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 thirty (30) days prior to the effective layoff date.
- b. The District agrees to lay off all employees classified as part-time or seasonal whether such part-time or seasonal employees are within or outside of the Supervisors Bargaining Unit, with the exception of those part-time or seasonal employees which the District deems necessary to administer District programs.
- c. The District shall meet and confer in good faith with General Unit representatives prior to conducting a reduction in force to explore alternatives to Employee layoffs.

6.9 Re-employment

- a. An employee laid off shall have the right to return to the last position held in which the employee successfully completed the required probationary period.
- b. During layoffs, a re-employment list shall be established to maintain a record of seniority.
- c. The re-employment list will be used to fill any vacancies within a job classification under layoff conditions before any other employment procedure is used to fill the vacancies.
- d. The right of an Employee to re-employment shall remain effective for 12 months from the date of the Employee's latest 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 Employees hired prior to June 30, 2024.

- 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 Salary Schedule Step Increase

Effective July 1, 2028, the District added Step H to the approved salary schedule at a 2% increase from Step G.

7.3 General Salary Increases

a.

- a. On July 1, 2028 & 2031, the District will provide a two percent (2%) general salary increase to Unit Employees.
- b. On July 1, 2029, 2030, 2032, 2033, the District will provide a one and a half percent (1.5%) general salary increase to Unit Employees.

7.4 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.

- a. 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.

7.5 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 five percent (5%) pay differential for each hour or portion thereof such duties are 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 Salary Range Adjustment

Not fewer than one hundred twenty (120) days prior to July 1, 2026, the District and Local 39 will meet and confer regarding the salary range adjustment of Unit Employees and the timeframe in which to implement any such adjustment.

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 Unit Employees 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 Plan Review Workshop

Prior to open enrollment each year, the District will provide a health benefits workshop to discuss advantages and disadvantages associated with the various plan coverages.

8.7 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.

8.8 Retirement

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

8.9 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.

8.10 PEPRAs 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.

8.11 Smartphone

The District may either provide smartphones to employees or provide a stipend in lieu thereof.

8.12 Participation Fees

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

8.13 Clothing Allowance

Supervisors will receive a clothing allowance of \$250 for District branded or job-specific attire each fiscal year.

- a. Employees are responsible for tracking their purchases to ensure they do not exceed the allowance.
- b. Employees must submit receipts detailing the purchase to the District Finance Office for accounting purposes.
- c. Clothing allowances have been classified by the IRS as a fringe benefit and are, therefore, treated as taxable wages.

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
- b. Four through ten years of service - 15 days
- c. 11 years and over - 20 days

9.2 Eligibility

Vacation is allowed after three months of employment.

9.3 Accrual Rate

The maximum vacation benefit an Employee may have is two times their annual vacation accrual. 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 such a payout in writing to be submitted 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 requests within two (2) weeks of the first requested day will be considered on a first-come-first-served basis.
- c. Once vacation is formally requested through the District's approved system, approval can be assumed two weeks after submission unless otherwise contacted by the Department Head.
- d. Requests must be made in increments of 4 hours or greater from any appropriate accrual bank.

9.6 Sick Leave

Employees shall receive 3.69 hours of sick leave per pay period. 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 provided that the Employee:
 - i. was hospitalized during the period for which sick leave is claimed; or
 - ii. received medical treatment or diagnosis, and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed.

9.7 Sick Leave Buyback

Upon separation 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 separation or retirement. This compensation is an alternative to using these hours for retirement credits under PERS.

9.8 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.

9.9 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 sections 9.2 and 9.5.

9.10 Holidays

January 1 – New Year's Day
Third Monday in January – Martin Luther King, Jr. Day
Third Monday in February – President's Day
July 4 – Independence Day
First Monday of September – Labor Day
November 11 – Veteran's Day
Forth Thursday in November – Thanksgiving Day
December 25 – Christmas Day

- a. Additional Federal Holidays adopted by the government may be added to the list of paid holidays.
- b. Employees must be in compensated status on their assigned workdays preceding and after the holiday in order to receive pay holiday.

9.11 Other District Days Off

The day after Thanksgiving, Christmas Eve, and New Year's Eve shall be non-working days, except when District operations require Employee coverage. Time worked on these days shall be paid at the Employees' regular rate of pay.

- 9.12 On a designated holiday, specified in Section 9.10 and 9.11, 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.

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.

10.17 Education Provision

- a. Time off with pay to attend a class during work hours may not exceed six hours per week for a maximum of sixteen (16) weeks. Travel time will not exceed three (3) hours per week. The class selection is subject to approval by the General Manager. Time off must be scheduled so that it will not have an adverse effect on the ability of the work force to perform the work required for the days of the class.
- b. 50% of the enrollment or tuition cost, 100% for books which will become the property of the District, and 50% of the class material costs incurred by an employee for the course approved by the General Manager will be reimbursed to the employee upon receipt of notification of successful completion of the course and copies of receipts for tuition, books and materials. Employees must have a grade of "D" or better or a "Pass" in a Pass/Fail course in order to receive reimbursement.

Article 11 – Safety and Workplace Policies

11.1 Safety

- a. The District shall establish a Safety Committee that includes at least one (1) member from Local 39. The committee shall meet as needed to discuss safety and health conditions, provide written recommendations to the General Manager regarding safe operating methods and procedures, and identify hazardous procedures and/or equipment. 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.
- b. Employees shall comply with all adopted Rules and Regulations governing the use of safety equipment and safe working procedures. Violations of safety rules and regulations shall result in discipline in accordance with the applicable provisions of this Agreement.
- c. The District recognizes its responsibility to provide safe work 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 to 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 MOU 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
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_____ Jackson Glick, General Counsel	_____ Date
---	---------------

International Union of Operating Engineers, Stationary

_____ Garrett Dickinson, Business Representative	_____ Date
---	---------------

_____ Stephanie Pyle, Employee Representative	_____ Date
--	---------------

_____ Erin Gonzales, Employee Representative	_____ Date
---	---------------

_____	_____ Date
-------	---------------



**RESOLUTION 26-11 OF THE BOARD OF DIRECTORS OF THE
CHICO AREA RECREATION AND PARK DISTRICT**

Approving And Authorizing Execution Of A Memorandum Of Understanding Between The
District And International Union Of Operating Engineers, Stationary Engineers, Local 39

WHEREAS, the Chico Area Recreation and Park District ("District") and International Union of Operating Engineers, Stationary Engineers, Local 39 ("IUOE Local 39"), the recognized employee organization representing employees in the applicable bargaining unit, have engaged in good faith labor negotiations regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the District's negotiating team and representatives of IUOE Local 39 have reached a tentative agreement on a successor Memorandum of Understanding ("MOU"), the terms of which are [summarize key terms – term/duration, wage adjustments, and any changes to benefits]; and

WHEREAS, the Board of Directors received a report on the status of these negotiations in Closed Session pursuant to Government Code Section [54957.6], Conference with Labor Negotiators; and

WHEREAS, the proposed MOU has been reviewed by District staff and legal counsel and is found to be fair, reasonable, and in the best interest of the District, its employees, and the community it serves; and

WHEREAS, a copy of the proposed Memorandum of Understanding between the District and IUOE Local 39 is attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Chico Area Recreation and Park District as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of MOU. The Board of Directors hereby approves the Memorandum of Understanding between the District and IUOE Local 39, attached hereto as Exhibit A, for the term of [effective date] through [expiration date].

Section 3. Authorization to Execute. The General Manager, or her designee, is hereby authorized and directed to execute the MOU on behalf of the District, and to take any and all further actions and execute any and all documents necessary or appropriate to implement its terms.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a Regular Meeting of the Board of Directors of the Chico Area Recreation and Park District on the 24th day of September 2026 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

ATTEST:

Michael McGinnis, Chair
Board of Directors

Holli Drobny
Clerk of the Board of Directors

STAFF REPORT

DATE: September 24, 2026
TO: Board of Directors
FROM: Annabel Grimm, General Manager
SUBJECT: Memorandum of Understanding for the Service Employees International Union (SEIU)

BACKGROUND

The Memorandum of Understanding (MOU) between the Chico Area Recreation and Park District ("District") and Service Employees International Union, General Unit ("SEIU") establishes the wages, hours, and other terms and conditions of employment for District employees represented by SEIU. The District's MOU terms with SEIU expire June 30, 2026, and auto-renew annually unless otherwise negotiated. The District's negotiating team and representatives of SEIU have engaged in good faith negotiations on a successor agreement, with the Board of Directors receiving periodic updates on the status of negotiations in Closed Session pursuant to Government Code Section 54957.6, Conference with Labor Negotiators. The District and SEIU have reached a tentative agreement on a successor MOU. The finalized terms are presented below for Board consideration and adoption.

DISCUSSION

The finalized successor MOU between the District and SEIU reflects the following key terms:

Term Period

- July 1, 2026 through June 30, 2032 (Fiscal Years 2026/27 – 2031/32), a six-year agreement.

Salary Schedule

- Effective July 1, 2028 (Year 3), Step H will be added to the salary schedule at a 2.5% increase above Step G.

General Salary Increase

- 2% in Year 1 and Year 4.
- 1.5% in Years 2, 3, 5, and 6.

Overtime

- On a holiday designated in Section 9.11a, an employee shall be paid, or receive compensatory time off (CTO), for actual hours worked at one and one-half (1½) times the rate, at the employee's discretion. Actual hours worked on the holiday will apply toward the 40-hour workweek.

Hospitalization, Medical, and Dental Care

- No changes to the health allocation. Cost increases and decreases are split evenly between employees and the District.
- Should the average increase in Unit employees' out-of-pocket health benefit costs exceed the average total wage increase scheduled for Unit employees in a given fiscal year, Unit employees shall forgo the scheduled General Salary Increase for that year, and the District will assume the increased cost.

Uniforms

- The uniform allowance will increase \$100, for a total annual allowance of \$550.

Holidays

- When a designated federal holiday falls on a Sunday, the following Monday will be observed.
When a federal holiday falls on a Saturday, the preceding Friday will be observed.

Other District Days Off

The day after Thanksgiving, Christmas Eve, and New Year's Eve shall be non-working days, except when District operations require employee coverage. Time worked on these days shall be paid at the employee's regular rate of pay.

RECOMMENDATION

Staff recommends the Board of Directors adopt Resolution No. 26-12, approving the Memorandum of Understanding between the District and the Service Employees International Union, for the term of July 1, 2026 through June 30, 2032, and authorizing the General Manager to execute the agreement on behalf of the District.

August 27, 2026

Bargaining Team
SEIU Local 1021

Subject: District Proposal - 3

Dear Local 1021 Leaders,

The District proposes the following revised terms for the agreement:

Term Period

- 2026/27 – 2031/32

Salary Schedule

- July 1, 2028 (year 3) – Step H will be added to the schedule at 2.5% increase from Step G

General Salary Increase

- 2 % Year 1 & 4
- 1.5% Years 2, 3, 5, & 6

Overtime

- On a **designated** holiday, **specified in Section 9.11a**, 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.

Hospitalization, Medical, and Dental Care

- No Changes to the health allocation
- Cost increases and decreases are split evenly by the Employees and the District.
 - Should the average increase in Unit Employees' out-of-pocket health benefit costs exceed the average total wage increase scheduled for Unit Employees in a given fiscal year, Unit Employees shall forgo the scheduled General Salary Increase for that year and the District will assume the increased costs.

Uniforms

- Uniform allowance shall increase \$100 for a total of \$550.
 - July 1, 2027 uniform allowance shall increase \$50 for a total of \$500.
 - July 1, 2029 uniform allowance shall increase \$50 for a total of \$550.

Holidays

- ~~When 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.~~

Other District Days Off

- The day after Thanksgiving, Christmas Eve, and New Year's Eve shall be non-working days, except when District operations require Employee coverage. Time worked on these days shall be paid at the Employees' regular rate of pay.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Annabel Grimm', with a large, stylized initial 'A' and a long, sweeping underline.

Annabel Grimm
General Manager

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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-supervisory 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 of 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 Wages

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

Effective July 1, 2028, the District added Step H to the approved salary schedule at a 2% increase from Step G.

- a. On July 1, 2028 & 2031, the District will provide a two percent (2%) general salary increase to Unit Employees.
- b. On July 1, 2029, 2030, 2032, 2033, the District will provide a one and a half percent (1.5%) 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 designated holiday, specified in Section 9.11a, 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 PEPR 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 five hundred dollar (\$500) 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 non-working days, except when District operations require Employee coverage. Time worked on these days shall be paid at the Employees' regular rate of pay.

- 9.13 On a designated holiday, specified in Section 9.11 and 9.12, 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.

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 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
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_____ 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
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**RESOLUTION 26-12 OF THE BOARD OF DIRECTORS OF THE
CHICO AREA RECREATION AND PARK DISTRICT**

Approving And Authorizing Execution Of A Memorandum Of Understanding Between The
District And the Service Employees International Union, General Unit

WHEREAS, the Chico Area Recreation and Park District ("District") and Service Employees International Union, General Unit ("SEIU"), the recognized employee organization representing employees in the applicable bargaining unit, have engaged in good faith labor negotiations regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the District's negotiating team and representatives of SEIU have reached a tentative agreement on a successor Memorandum of Understanding ("MOU"), the terms of which are [summarize key terms – term/duration, wage adjustments, and any changes to benefits]; and

WHEREAS, the Board of Directors received a report on the status of these negotiations in Closed Session pursuant to Government Code Section [54957.6], Conference with Labor Negotiators; and

WHEREAS, the proposed MOU has been reviewed by District staff and legal counsel and is found to be fair, reasonable, and in the best interest of the District, its employees, and the community it serves; and

WHEREAS, a copy of the proposed Memorandum of Understanding between the District and SEIU is attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Chico Area Recreation and Park District as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of MOU. The Board of Directors hereby approves the Memorandum of Understanding between the District and SEIU, attached hereto as Exhibit A, for the term of [effective date] through [expiration date].

Section 3. Authorization to Execute. The General Manager, or her designee, is hereby authorized and directed to execute the MOU on behalf of the District, and to take any and all further actions and execute any and all documents necessary or appropriate to implement its terms.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a Regular Meeting of the Board of Directors of the Chico Area Recreation and Park District on the 24th day of September 2026 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

ATTEST:

Michael McGinnis, Chair
Board of Directors

Holli Drobny
Clerk of the Board of Directors

STAFF REPORT

DATE: September 24, 2026
TO: Board of Directors
FROM: Erin Morrissey, Recreation Director
SUBJECT: Recreation Update - Sept

AQUATICS

The PV Pool is fully operational with Bidwell Jr High PE classes, both High School swim teams as well as CARD swim lessons, lap swim and open swim. The warm weather fun will wrap up over the next few weeks while our partners will continue their use through fall, giving our lifeguards the opportunity to practice their skills as we scale our team for the new Aquatics Center. Recruitment for the team is underway, with multiple positions being filled over the next few months.

NATURE EDUCATION

September has been a steady month for Nature Education, with updates from both the Chico Creek Nature Center and Chico Observatory. At the Nature Center, the Living Animal Museum welcomed a Goliath birdeater to the family. Measuring approximately 6–7 inches, this impressive spider is the newest star of our Creepy Crawly Room, arriving just in time for Halloween season. She will continue to grow and will eventually reach nearly the size of a dinner plate.

We welcomed two new Youth Leaders who are working alongside our Animal Care staff and are off to a great start. They have brought high energy and an eagerness to learn, even getting the opportunity to safely handle some of our snakes on their first day. Our Nature School team also welcomed Ms. Sarah, who has been a wonderful addition and a great fit for the program.

Tree work began at the Nature Center this month to address several hazardous trees. We are repurposing as much of the wood as possible onsite, with large trunks and tree rounds being incorporated into our natural playground to add additional depth, height, and opportunities for exploration. September also marks the launch of our Park Explorers Survival Clubs—Trackers and Pathfinders—which begin next week. We are looking forward to another season of teaching children outdoor survival skills while exploring and learning in Bidwell Park.

At the Chico Observatory, we welcomed our youngest docent yet, at just 17 years old. She brings great enthusiasm to the team and has taken a particular interest in the technology side of the telescopes, including using the Origin to capture some incredible images. Our docents gathered at the Butte College Planetarium for a continuing education opportunity and held another docent dinner to welcome new members and build connections within the team. The team has also begun tracking attendance on open nights and is seeing roughly 30–40 visitors on Friday and Sunday evenings and around 75–85 visitors on Saturday evenings.

PROGRAM AND STAFF DEVELOPMENT

CARD Legends — Staff Recognition

With a total of 872 nominations, CARD Legends stayed front and center, celebrating the great work of our entire CARD team. The steady rhythm of nominations is helping keep the recognition culture alive and growing across the district.

Hiring & Recruitment Support

We are deep in interviews for our next Aquatics Manager, bringing in a strong candidate to lead that team forward. Aquatics Specialist, Rachel Hedman's onboarding is humming along beautifully, hitting her milestone check-in right on pace with the plan we built for her success. We're also laying the groundwork for our next wave of Recreation Coordinators, ensuring the pipeline stays strong heading into a busy hiring season.

Youth Sports Transition to Sports Leadership

The Youth Sports transition to the Sports team is gaining momentum, with growing excitement around bringing Action Sports into the fold. Weekly working sessions between Sports Leadership and the Youth Sports team are turning the transition plan into action, tackling field and gym space strategy, digging into program numbers, and keeping everyone aligned on what's next as this next chapter for CARD Sports comes together.

Systems & Operational Foundations

This was a big month for turning feedback into forward motion. We fully synthesized separate Summer Camp and Staff survey results, surfacing clear, honest insight into what's working well and where we have room to grow. Softball participant data got the same treatment, making sure the voice of our Adult Softball community is shaping the program's next steps. We also brought our full-time and part-time Recreation staff together for a district-wide Recreation Meeting, keeping everyone aligned on the latest updates and reinforcing clear channels for communication as our team continues to grow. We are working with the Nature Center to get creative about how to structure the team and optimize operations so more of the community can experience this magical place. In parallel, we're working closely with our Contracts & Senior staff to align on shared goals, launch new programming opportunities, and keep communication clear across all our amazing Instructors and Contractors

SEASONAL PROGRAMMING

Preparations for the 2026–27 Chico Ice Rink season are quickly gaining momentum. Recruitment is actively underway, with two Ice Rink Program Managers scheduled to begin onboarding next week. These positions will support group interviews, staff recruitment, training, and seasonal operations.

Interest in Ice Rink Team Member positions has been strong, and we anticipate building a strong seasonal team of more than 30 employees by mid-October. The Chico Ice Rink will officially open on Thursday, November 12. Hockey programming will then quickly begin on Tuesday, November 17, followed later that week by the Gobble Games, an event featuring local first responders competing in a variety of lighthearted ice challenges for community bragging rights.

The rink will also complement several popular DCBA holiday traditions, including Christmas Preview and the Community Tree Lighting, both of which are expected to bring significant activity to the City Plaza. December will feature the return of the popular Polar Express event, while January will close

out the season with a Melt the Ice celebration. These programs and special events will continue to expand the Chico Ice Rink beyond traditional open skating and strengthen its role as a seasonal gathering place for families and the broader community.

SENIOR PROGRAMMING

Senior programming continues to build momentum, with strong participation and growing community support. The September Senior Luncheon welcomed more than 75 guests, including many first-time attendees, and was sponsored by Bruce Jenkins Insurance & Financial Services. Bruce shared updates regarding anticipated Medicare changes in the coming year and noted that the turnout exceeded his expectations.

Guests also expressed enthusiasm for October's luncheon, which will focus on Cybersecurity Awareness and is sponsored by Golden Valley Bank and Stratti IT Solutions.

Upcoming sponsors include:

October: Golden Valley Bank & Stratti IT Solutions

November: Oakwood Healthcare & Wellness Center

December: Chico Terrace Care Center

Looking ahead to 2027, CARD has begun recruiting Senior Luncheon sponsors and developing additional senior programming opportunities at Lakeside Pavilion. These efforts will continue to expand recreation, education, and social connection opportunities for Chico's senior community.

YOUTH COMMUNITY PROGRAMMING

Inclusion Programming

The inclusion team had a successful wrap up of summer camps with our busiest summer yet supporting over 25 kids with 1:1 aides and dozens more with general inclusion support at camps. After summer, the team dove straight into staffing the After School Program for the 2026-2027 school year. The team has successfully interviewed, hired, onboarded, and trained 22 new employees this month alone, with more to come. Now that summer is over, the [Inclusive Social Club](#) will kick off every other Tuesday, 3:30-5:00pm at the CARD Community Center.

After School Programs

After School Programs are through our first month and things are going well! The college schedules settling causes a massive amount of scheduling changes, but things have begun to settle, and we will now be focusing on additional staffing and ongoing support. We are planning our first training and are excited to be returning to a large scale in-person training for our team in partnership with CUSD at the CARD Office next month as we look forward to continuing expansion this year!

Toddler Programs

Alyssa Watkins is doing a fantastic job leading all things toddlers: Stellar Start Playschool, Budding Buddies, and ShortE Sports. Stellar Start Playschool is two weeks into the new school year with an almost full house of 17 students. Today they had their September meet up with the UC Master Gardeners where they got to plant their own Stellar Start Garden Bed with snap peas, complete with their very own plaque! Budding Buddies has expanded from 2 classes this past spring to now running 4 classes this fall. We have added a Saturday morning class based on survey feedback

from working parents. We have 5 days of ShortE sports options this fall and 99 Chico kids enrolled getting fit and having fun.

Community Programs

Ashley Nunez is crushing it on-site at all of our community programs: Chapman Kids Club, CSI/Little Sports, Youth Leaders, and Homeschool Cooking and Baking Clubs. Chapman Kids Club, our free after-school enrichment specially created for our neighborhood kids from Chapman Elementary, has expanded from 40 kids weekly this spring to 78 kids weekly this fall.

The Youth Leader Program is back! We took a hiatus this summer and are back with plans to maintain this program year-round moving forward. We currently have youth leaders placed in sports programs, toddler programs, hiking club and at the nature center. Homeschool Cooking Club has a new sister club, the Homeschool Baking Club. Both kicked off this week serving 22 kids, up from the 14 kids we served this spring.

SPORTS

Fall adult sports have begun. We are offering basketball, kickball, soccer, softball and volleyball leagues. Women's soccer is making a comeback with six teams in the league, we are thrilled to be able to offer this league and excited for its continued growth. Also, we are excited to see growth in our Coed soccer leagues as well. We have expanded to three fields on coed nights to accommodate the added teams. Softball continues to see growth and also for the first time in a couple of seasons we again have a Men's D1 season.

We have hired two new Recreation Coordinators for Youth and Adult Sports. Kambria Lucas who currently works on the Youth Sports side and Scott Casagrande who was worked on the Adult Sports for a number of years will be joining the Youth Adult sports team full time on Sept. 28. They will be bringing a wealth of knowledge to each program and we are looking forward to working together in the future.

PARTNER PROGRAMS

Following a busy and successful 2026 summer season, we have identified the need for a more strategic approach to contract instructor partnerships. This collaborative process will focus on creating equitable and consistent experiences for current instructors while establishing clear criteria and data points for evaluating future class proposals.

The goal is to strengthen CARD's contract programming model while continuing to offer a diverse range of high-quality classes and recreation opportunities for the community.

STAFF REPORT

DATE: September 24, 2026
TO: Board of Directors
FROM: Scott Schumann, Assistant General Manager
SUBJECT: Parks and Facilities- September

CAPITAL PROJECT UPDATES

CARD Center AV Improvement

Improvements to the CARD Center Main Hall have been completed. This important community event space has been modernized with complete improvements to the projection system, screen, and audio system allowing for a more professional and functional approach to hosting conferences, camps, training and special events.

Hooker Oak ADA

All installations are now complete including parking, striping, ADA path of travel, and drinking fountain. Social media and local news outlets picked up the project and community response has been positive.

Master Planning Process

An initial draft has been compiled and is currently under review with collaborators at the City of Chico in anticipation of the plan's details being incorporated into a new Nexus Study later this year. The draft for approval will be shared with the Board of Directs in October of 2026.

Pleasant Valley Roof Replacement

The roof replacement project is nearly complete after the initial tear off and dry rot replacement has occurred. Discovered dry rot was significantly less than anticipated making for an efficient initial phase of the project with minimal cost or need for contingency funds.

Lakeside

Staff are working closely with the Pavillion Fall HOA for consideration of funding to support repairs to the Lakeside Pavilion boardwalk and clarification of power supply to the California Park Lake water pump.

Splashpad season

Final day of operation for the Splash Pad at Chapman Park will be Sunday, September 27th, 2026. Staff will winterize the splashpad for the season and perform annual maintenance after another successful season of operation serving 1000's of park users this summer.

Chico Bike Park

Projected completion is anticipated for Winter of 2027. Delays in completion are attributed to flow line modifications, expansion of vendor opportunities, and improvements to the concessions building. In collaboration with Chico Velo a grand opening of the park will be planned for spring of 2027

Chico Aquatic Center

Projected substantial completion remains on track for fall of 2026; however, the approaching wet season may produce delays. Progression continues on the installation of the pools while the slide tower, and slides have been erected and flat work throughout the site has begun. Additional elements added to the project (i.e., Solar PV and Frontage Improvements) will extend the final completion into early 2027 based on lead times and working conditions.

District-Wide Irrigation

The Nature Center phase of the project is underway with improvement to existing infrastructure and provision of water to key areas of use for installation of turf, thereby expanding the programmable area on site. Cedar trees owned by the City of Chico adjacent to the Nature Lab have been removed due to their declining state and potential hazard to the facility located within the fall zone. Parking lot improvements are scheduled for September with the City of Chico in combination with the South Park Drive resurfacing. The result will be a paved lot with improved accessibility and reduced maintenance.

PARK IMPROVEMENTS AND MAINTENANCE

Depot Park

Depot Park has officially transferred ownership from the City of Chico to CARD. Perimeter temporary fencing will come down on Monday, September 21st. CARD park rules signs have been installed at each entrance and the South Side Roving Crew will begin weekly maintenance on the 21st. The park will be placed on the route for daily and evening security patrol ensuring CARD's newest park is used for its intended purposes.

Husa Ranch

Staff have removed the slide feature at the Husa Ranch due to vandalism. A replacement has been ordered and will be installed as soon as possible. Signage will be placed on sight to inform residents of the vandalism and planned replacement of the feature.

Skatepark Renaming Process

The final design for the Schneider Skatepark signage has been fabricated with anticipated completion and installation this fall.

Tree Work

Staff are preparing the annual tree work plan for the District utilizing the existing tree inventory assessment. Priority 1 removals and pruning are nearly complete across all sights and additional annual pruning continues in the effort maintain the health of the urban tree canopy.

Project Crew Update

Work on office renovations at the CARD Center is complete with various staff relocating to new and improved spaces optimizing office space and providing opportunities for improved collaboration across the administrative team.

Preparation for 2027 Sites

Staff have been diligent in reviewing and submitting comments for future or current construction projects on park sites planned to come to CARD in 2026/2027. These sites include Hicks Lane Park, Chico Bike Park, and Otaki Park. Sparrow Park (formerly Oak Valley Park) recently completed the 90 day establishment period, staff reviewed final punch list items before hand over and anticipate the park deed coming to CARD in November of this year.

STAFF REPORT

DATE: September 24, 2026
TO: Board of Directors
FROM: Annabel Grimm, General Manager
SUBJECT: General Manager - September

AQUATICS CENTER

As construction progresses at the facility, a significant amount of time this month was dedicated to decisions, direction, and challenges related to the project.

The coordination of the Garner Lane improvements was a priority as the good weather window draws closer to the rainy season. With all agreements executed and in place, the road work is moving at a very comfortable pace.

The slide tower is up and about 90% complete. It is extremely visible and creating a lot of excitement. The Fly-Time slide required an indemnity agreement that required notable time and attention from Staff and Legal Counsel. Both parties came together and agreed to terms that were reasonable for everyone.

Fundraising and partnership agreements related to our Capital Campaign continue to be at the forefront and require significant time and attention. More information to follow at a future meeting.

REQUEST FOR PROPOSALS

Staff have two RFPs in progress: one to outsource bike rental and repair operations at the new Chico Bike Park, and one for comprehensive marketing, communications, and creative services. Both are informational items; formal award recommendations will return to the Board once proposals are evaluated.

Pouring Rights

The new Aquatic Center's concession stand will serve beverages to patrons during operating hours. Staff are pursuing an exclusive pouring rights agreement, a common practice among public agencies operating aquatic and recreation facilities, to secure a reliable source of vendor-generated revenue and in-kind support, ensure consistent beverage service, and reduce the administrative burden of managing multiple individual vendor relationships.

Bike Park Rental & Repair Services

This RFP will select a vendor to operate bike rental and repair/maintenance services out of the on-site shop at the new Chico Bike Park, a 6-acre facility on Humboldt Road built jointly with Chico Velo, opening December 2026.

Marketing Services RFP

This RFP covers a full-scope marketing partner going forward, including strategy, social media, design, branding, photography/video, sponsorship support, and internal publications.

NOTABLE MEETINGS

- 7/31 – Aquatic Center Discussion with Chico State
- 9/1 – Community Resiliency Center Grant with Morrison (grant consultants)
- 9/1 – Chico City Council Meeting
- 9/2 – Meeting with Butte County Auditor-Controller Office
- 9/3 – Collaborative meeting with City of Chico re: Parks
- 9/8 – Community Resiliency Center Grant with Morrison (grant consultants)
- 9/9 – Networking Hour, Oroville
- 9/14 – Aquatic Manager Candidate Meet and Greet
- 9/15 – Chico City Council Meeting
- 9/18 – Site Walk with Bike Park Concession Vendors

UPCOMING COMMUNITY EVENTS

October 3rd – Pumpkin Splash

NEWS STORIES

- [Chico families: catch Zootopia 2 free at DeGarmo Park this month | Local - Action News Now](#)
- [New ADA spots, paths, and fountain added at Hooker Oak | | actionnewsnow.com](#)
- [Local Job Fair happening September 2 - The Orion – Chico State's](#)
- [CARD announces new Hooker Oak Park ADA upgrades - Chico Enterprise-Record](#)
- [CARD hosting special "Movies in the Park" event for 9/11 | Local | actionnewsnow.com](#)
- [CARD, North Valley Community Foundation partner to expand giving for youth scholarship](#)
- [Chico families can get help paying for rec activities | Video | actionnewsnow.com](#)
- [Straight From The Source: Betina Wildhaber - Action News Now](#)

CONTRACTS OVER \$20,000

- None