MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND THE CLOVIS EMPLOYEES ASSOCIATION

July 1, 2016 through June 30, 2019

TABLE OF CONTENTS

Section	Title	Page
	Introduction	1
1.	Unit Description	1
2.	Purpose	2
3.	City Rights	2
4.	Employee Rights	2
5.	Dues Deduction	2
6.	Non-Discrimination	3
7.	Wage Scale and Retirement Contributions	3
8.	Health, Life and Dental Insurance Compensation	5
9.	Holidays	7
10.	Sick Leave	8
11.	Family Illness Leave	9
12.	Vacation	9
13.	Overtime	10
14.	Specialty Pay	10
15.	Compensatory Time	10
16.	Bereavement Leave	10
17.	Leave of Absence	10
18.	Minimum Callback Pay	11
19.	Mileage	11
20.	Jury Duty	11
21.	Attendance Incentive Program	11
22.	Grievance Procedure	12
23.	Lay-Off	15
24.	Physical Examinations	17
25.	Uniforms	17
26.	Military Leave	17
27.	Professional Development	18
28.	Time Bank	19
29.	Workweek	19
30.	Flexible Work Schedules	20
31.	Maintenance of Operations	20
32.	Conclusively	20
33.	Past Practices	21
34.	Designation of Confidential Employees	21
35.	Release Time	21
36.	Term of Memorandum of Understanding	22

Introduction

The representatives of the City of Clovis, hereinafter the City, and the representatives of the Clovis Employees Association, hereinafter CEA, having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

1. Unit Description

A. Recognition of Exclusive Representative: The City agrees to acknowledge, pursuant to Sections 3500 et seq of the California Government Code, the Clovis Employees Association (CEA) as the exclusive recognized employee organization representing regular non-management, clerical, and service, permanent and probationary employees in the listed paragraph B below, until such time as CEA fails to obtain a majority of the vote of the employees in that bargaining unit during a decertification election. As the exclusive recognized employee organization, CEA shall have the right and obligation to meet and confer and reach agreement with the City regarding the determination of wages, hours, and other terms and conditions of employment for employees represented by the CEA organization. Nothing in this article shall be construed as violative of any requirement or provision of the Meyers-Milias-Brown Act.

B. Description of the Bargaining Unit. The unit shall consist of all regular permanent and probationary employees in the following classifications:

1. Office Assistant
2. Principal Office Assistant
3. Administrative Assistant
4. Senior Account Clerk
5. Custodian
6. Recreation Leader
7. Recreation Specialist
8. Principal Account Clerk
9. Senior Center Nutritional Services Worker
10. Senior Custodian

C. New classifications approved by the City Council and determined to be appropriately placed within this unit shall automatically become part of this unit upon such determination and shall immediately be covered by the terms of this MOU. The City shall notify CEA in writing whenever new classifications are assigned to the CEA bargaining unit. Such notification shall be provided prior to Council adoption of a new classification.

D. (1) Classification Review. An employee may request classification review of his or her position by submitting such a request, in writing, to the Department Head. Such request shall set forth the specific reasons for the classification review.

(2) If the Department Head agrees that a classification review is appropriate, the Department Head shall require the employee to complete a classification review questionnaire. The completed questionnaire will be reviewed by the employee's supervisor and Department Head for completeness and accuracy before transmitting to the Personnel/Risk Manager to conduct the classification review and submit a report of findings and recommendations to the Department Head and City Manager. The classification review will be completed and the employee notified of the findings in

writing within ninety (90) days of receipt of the completed classification review questionnaire, except in unusual circumstances. When unusual circumstances arise, the City and the employee will establish a mutually acceptable completion date for the classification review.

2. Purpose

It is the purpose of this MOU to provide for a harmonious relationship between the City and the employees covered by this MOU, and to provide an orderly and equitable method of resolving any differences which may arise regarding wages, hours and other terms and conditions of employment. Nothing in this MOU shall preclude the City from recognizing in accordance with City policy any employee whose performance is determined by the City to be outstanding.

3. City Rights

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City, including the following specific rights:

1) Direct the work of its employees.
2) Hire, promote, demote, transfer, assign and classify employees within the City, and to determine the mission of its divisions and departments, and its budget, organization, and number of employees.
3) Discipline employees according to applicable regulations and MOU provisions.
4) Take actions as may be necessary to carry out the mission of the agency in emergencies.
5) Determine the methods, means and personnel by which operations are to be carried on.
6) Determine its budget, organization, merits, necessity and level of any activity or service provided to the public.

4. Employee Rights

Employees of the City of Clovis shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the City of Clovis shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City of Clovis.

5. Dues Deduction

The City will deduct Association dues from the pay of employees covered by this agreement who submit a signed dues deduction form. Such dues shall be deducted and transmitted to the Association upon voluntary, revocable, written authorization of the employee in a manner complying with legal requirements. Written authorization forms will be provided by the City. The Association shall indemnify, save harmless and defend the City, its officer, agents, employees and volunteers, for any liability the City should incur as a result of this service.

6. Non-Discrimination

The City and CEA agree not to discriminate against any employee in accordance with applicable laws. Also, it is recognized that whenever the masculine gender is referred to in this MOU, it shall include the female gender and vice-versa.

7. Wage Scale and Retirement Contributions

A. Wage Scale - The City will implement the following wage increases during the term of this agreement:

1. Fiscal Year 2016 – 2017:

- All positions shall receive a 3.0% wage increase. The wage increase shall become effective on the first day of the first payroll period following CEA ratification and City Council approval of this MOU.
- The Custodian classification shall receive a 1.0% equity adjustment effective on the first day of the first payroll period following CEA ratification and City Council approval of this MOU.

2. Fiscal Year 2017 – 2018:

- Effective July 1, 2017, all positions shall receive a 3.0% wage increase.
- Effective July 1, 2017, the Custodian classification shall receive a 1.0% equity adjustment.

3. Fiscal Year 2018 – 2019:

- Effective July 1, 2018, all positions shall receive a 3.5% wage increase.
- Effective July 1, 2018, the Custodian classification shall receive a1.0% equity.

B. Step Increases - The City shall maintain its current five (5) step salary plan during the term of this MOU.

C. Retirement

1. The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer contributions, and as provided below. All references to PEPRA shall mean the Public Employees' Pension Retirement Act as enacted in 2013.

2. Employee Paid PERS Member Contributions

PERS Classic Employees (per 2013 PEPRA regulations)

Employee Paid Member Contribution	8.0%
Employee Cost Share of City's PERS Cost	8.4%
TOTAL PERS COSTS PAID BY EMPLOYEE:	16.4%

PERS New Members (per 2013 PEPRA regulations)

Employee Paid Member Contribution	6.25%*
Employee Cost Share of City PERS Cost	8.40%
TOTAL PERS COSTS PAID BY EMPLOYEE:	14.65%

*Pursuant to PEPRA regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify CEA prior to implementation of any rate changes to New Employee EPMC.

3. The Employee Cost-Sharing amounts specified in 7. C. 2 above shall apply to employees classified as "PERS Classic Employees" and to employees classified as "PERS New Members", as defined by 2013 PEPRA regulations.

4. For all employees classified as "PERS Classic Employees" (per 2013 PEPRA regulations) the City will continue to provide the benefit known as "PERS single Highest Year Benefit" throughout the term of this agreement.

5. For all employees classified as "PERS New Members" (per 2013 PEPRA regulations), the City will continue to provide the benefit known as "PERS 3 Year Final Compensation".

D. Credit for Unused Sick Leave

1. The City shall continue to provide the PERS benefit known as "PERS Credit for Unused Sick Leave (Govt. Code Section 20965).

E. Deferred Compensation

Unit members who have completed their initial probationary period may elect to participate in a deferred compensation program that includes a City matching contribution. However, unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. The deferred compensation program is subject to I. R. S. Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows:

City's Matching Contribution/Payment (City/Employee)	Maximum City Payment
1:1	3%

If the maximum dollars available for the contributory deferred compensation program for this unit are not utilized in any fiscal year, the remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

8. **Health, Life, and Dental Insurance Compensation**

A. The City and the Association agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.

The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.

If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.

The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.

The employee contribution rate will remain at 10% of the total cost of the lowest cost plan as determined by the City for the various employee, employee/family, and other tier groups as proposed. Increases or decreases in the year to year premium will be shared in the same 10% employee, 90% employer ratio for the term of this MOU unless otherwise changed through the meet and confer process with the HBC.

B. Health Premium Waiver Incentive

1. Employees who waive City medical, prescription, dental and vision coverages will receive a waiver incentive of $420.00 per month.

2. Employees who waive medical and prescription drug coverages will receive a waiver incentive based on the following employee coverage tiers:

- Employee Only $362.00
- Employee + Child(ren) $322.00
- Employee + Spouse $309.00
- Employee + Spouse + Child(ren) $265.00

Employees who choose to discontinue health coverages through the City shall continue to receive City-provided life insurance coverage and employee assistance program (E.A.P.) benefits. To be eligible for this incentive, employees must: (1) notify the City's Personnel Division of their decision to discontinue health coverage during the City's annual health insurance open enrollment period; (2) verify in writing that they have group medical coverage from another source; and (3) verify to the City that discontinuance of health coverage does not constitute a violation of any court order or other legal obligation to which the employee may be subject. In the event that an employee who has opted-out of the City's health coverage subsequently loses his/her alternate medical coverage due to a life changing event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the City's health coverage program. It shall be the responsibility of the employee to notify the City's Personnel Division of such a life changing event within 30 days of the event.

Any Changes in ACA regulations that affect cash-in-lieu benefits will require a reopener on the cash-in-lieu benefit.

C. ICMA Vantage Care Retirement Health Savings Program

1. All CEA members hired on or after July 1, 2016, participate in the ICMA Vantage Care Retirement Health Savings Program which includes a City matching contribution as follows:

Employee Contribution	City Contribution
1.0%	0.25%

2. For CEA members hired on or after July 1, 2016, enrollment in the program will occur as part of the New Hire enrollment process for City benefits.

3. Contributions to the program will begin as soon as practical, after plan development, employee enrollment, and ICMA contract amendment to allow for the new employee plan(s). Employee contributions to the program will be made through payroll deduction.

4. For CEA members hired prior to July 1, 2016, the City and CEA representatives will work jointly to discuss the feasibility of developing Vantage Care program parameters.

D. Supplemental Life Insurance

Throughout the term of this agreement, the City shall make available to employees in this unit supplemental life insurance coverage. It is understood and agreed that the premiums for such coverage shall be paid for exclusively by the employees who elect the supplemental life insurance coverage. Payment of the premiums for this coverage shall be made through employee payroll deductions.

The City shall be responsible for selecting the life insurance provider. Prior to selecting a provider, the City shall consult with CEA representatives.

E. State Disability Insurance

The members of CEA agree to pay for State Disability Insurance premiums for a minimum of two calendar years in accordance with the State Unemployment Insurance Code Rules and Regulations. It is further understood by CEA that the City allows State Disability as a non-vested benefit to be available to CEA members provided the City does not incur a contribution obligation.

9. Holidays

A. The holidays listed below will be recognized as eight (8) hour holidays during the existence of this MOU, except for Subdivision 10, which will be recognized as a four (4) hour holiday:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (3rd Monday in January)
3. All President's Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (as declared in November)
9. Friday after Thanksgiving Day
10. The latter four (4) hours of the workday before Christmas Day or New Year's Day. In order to maintain operations, Department Heads shall have discretion over scheduling which day employees select, i.e., Christmas Day or New Year's Day.
11. Christmas Day (December 25)
12. One (1) floating day to be used for employee birthday or any other work day selected by mutual agreement of the employee and the employer. Floating holiday hours may accrue without limit.

B. Whenever any such above-described recognized holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever any such above described recognized holiday falls on a Sunday, the following Monday shall be considered a holiday.

C. Employees may request and may receive Good Friday off provided they have either adequate compensatory time off accrued or accrued vacation time, or are granted leave without pay per the City's Personnel Rules and Regulations.

D. An employee shall be paid for each of the above holidays only when he or she is on a paid status the work day prior to and the work day immediately after the holiday. Paid status shall mean the employee is on approved vacation leave, sick leave, holiday, compensatory time off, bereavement leave, jury duty or actually at work.

E. Whenever an employee is required to work on a recognized holiday, he or she shall be paid at straight time, plus one and one-half times their rate of pay for every hour actually worked with a two (2) hour minimum.

10. **Sick Leave**

A. Employees will receive eight (8) hour's sick or accident allowance for each full month of employment (based on date of hire) up to a total of ninety-six (96) hours allowance per calendar year.

Such allowance is cumulative from year to year.

Sickness or accident benefit payments, including workers' compensation payments, for any work week shall not exceed an employee's normal straight time weekly earnings.

Sick Leave benefits are payable only for an employee's regularly scheduled work days on which he/she is unable to work as a result of his/her illness or accident.

The employee may be required to furnish a doctor's certificate or other satisfactory proof of illness or accident when absent one (1) or more full days.

After an employee in this unit accumulates 192 hours of unused sick leave, he/she may receive a cash payback of a portion of the unused sick leave accumulated during the previous 12 month period. The payment shall be paid once a year, during the month of November, and the hours available for payback shall be based on the following schedule:

Number of Sick Leave Hours Used During Preceding 12 Month Period	Number of Cash-out Hours Available	Percent of Cash-Out
0	96	50%
0+ to 8	88	45%
8+ to 16	80	40%
16+ to 24	64	35%
24+ to 32	56	30%
32 + to 40	48	25%

The remaining portion of unused sick leave hours shall continue to accumulate.

B. Medical Appointments

Employees may use earned sick leave days for medical, chiropractic, dental and therapy appointments with the approval of the Department Head or his/her designee.

C. Sick Leave Cash-Out at Time of Retirement

Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out of up to 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out.

Accrued sick-leave hours that remain following cash-out will be certified to PERS for the benefit known as "Credit for Unused Sick Leave."

11. Family Illness Leave

A. An employee shall be entitled to twenty-four (24) work hours with pay in any one (1) calendar year for the purpose of providing personal care, attendance and compassion to a member of the employee's immediate family who is suffering from an injury or illness. An employee shall be entitled to up to forty (40) work hours with pay in any one (1) calendar year if travel is required outside of California. However, the necessity for the employee's presence may, in the discretion of the City Manager or the City Manager's authorized agent, be required to be verified by a doctor's certificate.

For the purposes of this Section, "immediate family" shall include the husband, wife, mother/step, father/step, mother in law, father in law, brother/step, sister/step, child/step, grandparent or legal dependent of the employee, and registered domestic partner as defined by the State of California.

B. Family Illness Leave Act - The City and CEA agree to comply with the legal requirements of "The Family and Medical Leave Act of 1993" (FMLA), as amended and "The California Family Rights Act of 1991" (CFRA), as amended (collectively referred to as the "ACTS") and detailed in the City of Clovis Administrative Memo 94-2, as amended.

C. All unit members have been properly noticed concerning their rights and the City's policy regarding their entitlements under the ACTS by provision of a copy of Administrative Memo 94-2 as amended and that all time off for reasons covered under the ACTS (including workers' compensation absences) is designated FMLA/CFRA leave and counts towards their entitlement under both ACTS.

D. Employees who take leave under the ACTS on an Intermittent or Reduced Leave Schedule when their available paid leave balances have been exhausted will receive their negotiated benefits on a proportionate basis, based on the average number of hours they worked in a pay period compared to the number of hours not worked. For example, an employee who works 40 hours in an 80 hour pay period, will receive 50% accrual of sick leave and vacation time, and will be paid for one-half of a day for any holidays during that pay period.

12. Vacation

Employees in this unit shall earn vacation credit on the following basis:

Years of Service	Accrual
1 through end of year 7	5 hours posted on each pay period to a maximum of 280 hours
8 through end of year 14	6 hours posted on each pay period to a maximum of 328 hours
15 through end of year 19	6.667 hours posted each pay period to a maximum of 360 hours
20 Years or more	8 hours posted on each pay period to a maximum of 360 hours

The time at which the employee shall be granted a vacation is at the discretion of the Department Head. Employee seniority, as defined in Section 22, shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.

13. Overtime

Overtime must be authorized by a supervisor and will be paid at the rate of one and one-half times the normal rate of pay for all hours actually worked in excess of eight (8) hours in a day or in excess of 40 hours in a workweek. Employees who work an alternate work schedule, (i.e., "4-10" or "9-80") shall earn overtime for hours actually worked in excess of their normal schedule.

14. Specialty Pay

A. Employees in this Unit shall receive a salary increase equivalent to "A" step of the position being filled or a 5% salary increase, whichever is greater, above their regular salary when they are assigned by their supervisor to perform the majority of the duties of a supervisory position for at least forty (40) working hours within a seven (7) day period.

B. Employee(s) assigned to the City Clerk's Division who maintain a Notary Public certification shall receive a monthly premium of $100.00.

15. Compensatory Time-Off

The City may allow compensatory time off (CTO) in lieu of overtime. The City shall have the choice in the manner of compensation, i.e., cash or CTO. The number of CTO hours an employee may accumulate shall be at the discretion of the employee's Department Head.

Employees shall be allowed to cash-out up to 40 hours of their accumulated CTO during the first pay period in December. Employees wishing to cash-out CTO must notify the Finance Department in writing by November 15 of their desire to cash-out CTO and how many hours they wish to cash-out.

16. Bereavement Leave

An employee shall be entitled to forty (40) excused hours with pay on an annual basis to attend the funeral of any member of the employee's immediate family. For the purpose of this Section, the term "immediate family" shall include the husband, wife, father/step, mother/step, brother/step, sister/step, child/step, grandchild/step, mother-in-law, father-in-law, grandparents or legal dependents of such employee, and registered domestic partner as defined by the State of California. The City will take all reasonable steps to accommodate an employee's work schedule so he/she may attend the funeral of an immediate family member.

17. Leave of Absence Without Pay

A. The City Manager may grant a permanent or probationary employee a leave of absence without pay or accrual of seniority for not to exceed three (3) months. Leaves of absence without pay may be extended at three (3) month intervals (up to a maximum of nine (9) months) upon the mutual agreement of the City and the employee involved. No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and the approval will be in writing. Upon expiration of the regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge, in the discretion of the City Manager.

B. The Department Head may grant a permanent or probationary employee a leave of absence without pay for a period not to exceed one (1) calendar week. Such leave shall be reported to the City Manager or the City Manager's authorized representative.

18. **Minimum Callback Pay**

An employee in this unit who is called back to work outside of his/her regularly scheduled shift shall be paid a minimum of three (3) hours at his/her overtime rate. The employee shall have the option of choosing overtime pay or CTO as compensation for callback duty.

19. **Mileage**

The City shall pay the current City standard mileage reimbursement rate, as determined by the Internal Revenue Services, for use of an employee's vehicle for authorized City business. Such use shall be in conformance with City practices and policies.

20. **Jury Duty**

The provisions of the City's Personnel Rules and Regulations, which pertain to Jury Duty, shall be applicable to employees covered by this MOU. While serving on jury duty, employees will continue to be paid by the City on the basis of a forty (40) hour work week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received by the employee from the court be turned over to the City.

21. **Attendance Incentive Program**

A. The City shall pay an incentive bonus to eligible employees on December 16th of each year. "Eligible employee" is defined as an employee who has not had more than one unscheduled absence from work per calendar year. "Unscheduled absence" shall be defined as any absence of more than one (1) hour from a scheduled work day that was not approved at least one (1) day in advance through the employees' supervisor, with the exception of work-related injuries / illnesses that were determined not to be the fault of the employee.

B. Eligible employees shall receive the following annual incentive bonus based upon the number of years without unscheduled absence(s):

Time Period	Annual Incentive
5 or more years	$350.00
3 years to less than 5 years	$250.00
2 years to less than 3 years	$150.00
0 – to less than 2 years	$ 0

C. If an employee has more than one unscheduled absence from work per calendar year, then the employee shall not be eligible for the incentive bonus and the time period for the bonus shall start over. An employee shall not receive an incentive bonus until the employee once again meets the eligibility requirements listed above.

D. Due to the recordkeeping necessitated by this program, the "start date" for accrual of unscheduled absences will be December 1, 2006. No time prior to this date will count towards the incentive program.

E. Each employee requesting the bonus must submit an application to their supervisor, no later than November 1st of each year, stating that they have not had an unscheduled absence from work for the period for which they are applying for a bonus. The application will be subject to eligibility review and verification by the employee's supervisor. If an employee disagrees with the eligibility determination, the affected employee may schedule a review of the decision with the supervisor and / or Personnel / Risk Management Division.

22. Grievance Procedure

The City and CEA agree that all parties shall utilize the existing appeals mechanism provided for within the City of Clovis' Personnel Rules and Regulations for all cases regarding discharge or suspension, unless and until appropriately modified at the initiation of the City.

Policy Statement

CEA employees herein are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the Personnel Officer.

Purpose

The purpose of this grievance procedure is to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievances, and to guarantee orderly succession of procedures within which solutions may be pursued. It shall be incumbent upon all City employees to follow these procedures to settle their grievances.

Definition of Terms: As used in this Section, the following words shall have the designated meanings:

1. Grievance: A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this Memorandum of Understanding and all other terms and working conditions of employment.

2. Conferee: A conferee is an individual who, at the request of the employee, is invited to participate in a grievance conference.

3. Aggrieved Party: Aggrieved party is the employee or group of employees or City making the claim.

4. Days: The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.

Implementation Procedures: Any grievance of a disciplinary matter may be brought before the Personnel Commission according to the manner and procedures

specified in the City's Personnel Rules and Regulations shall proceed according to the below-described manner and procedure:

a. Level One - Oral Discussion With Immediate Supervisor: An aggrieved party shall orally present his grievance to his immediate supervisor within 15 days of the occurrence of the event being grieved, or within 15 days after the employee becomes aware of the event being grieved. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

b. Level Two - Personal Conference Upon Written Claim With Immediate Supervisor: an aggrieved party may then submit his claim in writing to his supervisor. The written claim must be submitted to the immediate supervisor no more than fifteen (15) days past the date of the Level One discussion. This fifteen (15) day time period does not begin to run against an employee who is off duty on an approved absence, until that employee returns to duty. The parties should make every effort to resolve the difficulty in this manner. The conciliatory efforts of conferees may be utilized at this stage as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state his position clearly, and the background and reasons and the following items must be included:

(1) A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.

(2) A description of the general and specific grounds for the grievance.

(3) A listing of the specific actions and events alleged to be in violation (including witnesses).

(4) A statement of the reasons why the specific actions identified above are in violation of this Section.

(5) A listing of the specific actions which the aggrieved employee believes would best remedy his grievance.

Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. If the aggrieved party is not satisfied with the results of this personal conference with his immediate supervisor, which must be announced within fifteen (15) days, he must then file a written complaint with his department head within fifteen (15) days of receiving the notice from his immediate supervisor.

c. Level Three - Personal Conference With Department Head: An aggrieved party may appeal the Level Two decision to his department head by filing a written complaint. Said complaint shall contain the same information as described above for the Level Two claim. It shall not be necessary to rewrite the above information. The City shall provide a form which may be used at Levels Two through Four. Upon receipt of the complaint, the department head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and department head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with this department head, which results must be announced within fifteen (15) days of the conference, he must then file a written appeal as provided for in Level Four.

d. Level Four – City Manager/Board of Review: The aggrieved party may appeal the decision within ten (10) days after the decision has been provided at Level Three by filing a request for a hearing. Requests for hearing and final decision before the City Manager or the Board of Review shall be made with the Personnel/Risk Manager as hereinafter described.

(1) The request shall be in writing and shall include the same information as described in the previous claim in Level Two. This shall be in the form of a separate written request, and said request shall be accompanied by a copy of the written claim filed at Level Two and Level Three.

(2) Upon receipt of the request, the Personnel/Risk Manager shall direct the Board of Review or City Manager to conduct an investigation and review.

(3) The Board of Review or City Manager shall have available to it all documents relating to the complaint and any City records that would be helpful in resolving the problem.

(4) After studying the documentary evidence, the Board of Review shall conduct such hearings as it deemed necessary. At least two (2) days' notice of any scheduled hearing should be given.

(5) Within a reasonable time after the conclusion of the hearing, the Board of Review or the City Manager shall submit the written findings of facts and written decision to both the City and the Aggrieved Party.

(6) The Board of review shall be made up of three members, one selected by the Aggrieved Party, one selected by the City and the third selected by the first two from among those individuals currently serving on the City's Personnel Commission.

Level Five - City Manager's Decision: After receipt of the advisory findings of fact and advisory decision from the Level Four Board of Review, the City Manager shall investigate and confer with the parties involved. The Aggrieved Party, at his discretion, may bring in his conferee. The City Manager shall thereafter communicate a final and conclusive decision in writing together with supporting reasons, to the Aggrieved Party, within twenty (20) days of concluding the investigation of the matter.

General Provisions : To facilitate this procedure, the following provisions shall apply:

(1) Any party to a grievance may, at any point in the process outlined, have a conferee.

(2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.

(3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.

(4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the Aggrieved Party requests an opportunity to address the Council. Decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.

(5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessary indicate agreement to the factual content.

(6) Any costs of operating the grievance procedure shall be borne jointly by the City and the Aggrieved Party.

(7) By mutual written agreement, the time limit at any Level may be extended.

(8) The conferee shall conduct his or her applicable duties, whenever possible, during "non-working" hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance and (2) the conferee received no overtime compensation by the City for time so spent.

23. Lay-Off

A. The provisions of this article shall apply when the City institutes lay-off of bargaining unit employees pursuant to the City's Personnel Rules and Regulations.

B. Statement of Intent: In the event the City should anticipate a lay-off of employees covered by this MOU, the City will notify CEA of its intention to make lay-offs. Within ten (10) days of this notice, either party may agree to reopen this MOU to meet and confer on the topic of cost savings in an effort to avoid a lay-off. Nothing in this section relinquishes the City's right to lay-off employees in the unit if the MOU is reopened and the parties fail to reach a mutually acceptable agreement to avoid a lay-off.

C. Notification: Employees to be laid-off shall be given at least thirty (30) calendar day's prior notice. Prior to lay-off, the City shall issue a statement to the affected employee concerning the performance of the employee. If the performance of the affected employee has been certified as "satisfactory" or better, based on the employee's last two performance evaluations, the name of the laid-off employee shall be placed on the appropriate reemployment list. If the performance of the laid-off employee is certified as not being "satisfactory" or better, the affected employee's name shall not be placed on a reemployment list.

D. Order of Layoff: Employees shall be laid-off in the inverse order of their seniority with the City, within the classifications subject to lay-off(s). The City Manager shall determine in which classifications the lay-off(s) shall occur, based on the needs of the City. Seniority shall be determined based upon date of hire to a permanent, full-time position with the City. Within each classification, employees shall be laid-off in the following order:

1. Temporary Employees
2. Contractual Employees
3. Permanent Part-Time Employees
4. Probationary Employees
5. Permanent Employees

E. In cases where there are two or more employees in the classification from which the lay-off is to be made who have the same seniority date, such employees shall be laid-off on the basis of the last evaluation rating in the classification, provided that such rating has been on file at least thirty (30) days and no more than twenty-four (24) months prior to lay- off. In such cases, the employee(s) with the lower evaluation rating will be laid-off first.

F. Bumping: An employee designated to be laid-off may bump into the next lower classification within their classification series, provided that they have seniority over the person being bumped. An employee who is bumped shall be laid-off in the same manner as an employee whose position is abolished.

G. Reemployment List: Employees who are laid-off and who have been certified by the City as providing "satisfactory" performance or better, shall have their names placed on a reemployment list. Vacant positions in the bargaining unit shall be offered to qualified employees on the reemployment list by order of seniority, with the most senior-qualified employee recalled first. Seniority shall be determined by the length of time an employee worked for the City in a permanent, full-time position.
Names shall be maintained on the reemployment list for a period of two (2) years. Persons who decline a reemployment offer to any permanent position for which they are qualified shall be stricken from the reemployment list.

A laid-off employee who is reemployed to a position in which he/she had regular status shall not be required to serve a new probationary period but shall be required to meet minimum standards for the position. A laid-off employee who is reemployed to a position in which he/she did not have regular status shall be required to serve a new probationary period and meet the minimum standards of the position. Employees who do not pass the requisite probation in another class will be returned to the reemployment list for the class from which they were laid-off. They will be returned to the same position on the reemployment list they occupied at the time of lay-off.

Employees who are reemployed shall have their sick leave balances restored to the amount prior to lay-off, accrue vacation leave at the same rate as prior to lay-off, and be placed at the same salary step if reemployed to the same classification from which the employee was laid-off. Upon recall, the City will allow the recalled employee a reasonable period of time in which to reinstate certifications that may have lapsed during the employee's lay-off period.

H. Non-Discrimination : The City agrees that lay-offs shall be accomplished without regard to an otherwise-qualified employee's race, color, national origin, religion, sex, or physical disability.

24. Physical Examinations

A. In the event the Department Head has reason to believe that an employee is not physically capable of performing the full duties of his position, or that his condition represents a danger to himself, other employees or the public, the Department Head may immediately place that employee on sick leave, or other accrued leave, or personal leave without pay if accrued leave is exhausted, or if already on sick leave, require him to remain off work until cleared for full duty by the City physician or another physician designated by the City.

B. If the employee so requests, the Department Head shall, prior to implementing his/her decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

25. Uniforms

The City shall provide uniforms to all employees who are required to wear uniforms. The City shall determine the uniform design and composition. Employees will be provided with a minimum of four (4) uniforms annually. Additional uniforms may be provided if necessary, due to wear / tear, as determined by the employee's supervisor. Employees are responsible for maintaining their uniforms in a reasonable manner, ensuring a clean and professional appearance.

26. Military Leave

Military leave shall be granted in accordance with the provisions of federal and state law. All employees entitled to military leave shall give the City Manager and/or his authorized agent an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

Employees shall be on unpaid leave for any period of active duty over thirty (30) calendar days in one fiscal year pursuant to state law.

27. Professional Development

The City shall reimburse employees in the Unit for the cost of tuition, books and fees required for enrollment at accredited colleges / universities, including accredited online universities. The annual maximum reimbursement payable under this Section shall be equivalent to the cost of two (2) semesters at California State University, Fresno, or Fresno City College at the full-time student rate as of the date of enrollment.

Reimbursement under this Section shall be made under the following conditions:

A. Employees must have completed their initial probationary period with the City.

B. Employees must submit written requests to participate in the Educational Incentive Program by February 28 for program expenses to be incurred during the following fiscal year.

C. Course work must be for an accredited college / university degree program, and have the prior approval of the Department Head and the City Manager.

D. Course work must be work-related and determined by the Department Head and City Manager to be of benefit to the City.

E. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better. Reimbursement shall be made after the employee submits expense receipts and proof of his/her letter grade.

F. An employee will be eligible for reimbursement of approved expenses for one (1) Associates' degree, provided the employee does not already possess an Associates' degree. The City will not reimburse employees for costs related to an employee's second Associates' degree.

G. An employee will be eligible for reimbursement of approved expenses for one (1) Bachelor's degree, provided the employee does not already possess a Bachelor's degree. The City will not reimburse employees for costs related to an employee's second Bachelor's degree.

H. An employee will be eligible for reimbursement of expenses for one (1) Approved Master's degree, provided the employee has completed an approved Bachelor's degree. The City will not reimburse employees for costs related to a Master's degree if the City has previously reimbursed the employee for the costs associated with a Bachelor's degree. The City will not reimburse costs associated with an employee's second Master's degree.

28. Time Bank

Employees shall donate two (2) hours of vacation time each year to the CEA Time Bank. The hours donated to the Time Bank shall be donated on January 1 of each year. These hours may be utilized by CEA–elected officers and committee members to attend to CEA business and educational activities. The City Finance Department will maintain records of all hours donated annually to the Time Bank. Upon request, the City Finance Department will provide CEA with quarterly information regarding the available balance in the Time Bank and hours utilized.

The CEA President shall authorize the use of Time Bank hours for the elected officers and committee members of CEA. Hours utilized under this section shall be in minimum amounts of two (2) hour increments. For scheduled trainings, schools, etc., that occur off City property or out of town, the CEA President shall provide the appropriate Department Head or designee with a minimum of fourteen (14) days' notice prior to requesting the use of Time Bank hours.

For CEA business meetings, consultations, and trainings that occur on City premises, the CEA President shall obtain reasonable advanced approval from the appropriate Department Head or designee for use of Time Bank hours. The use of Time Bank hours that impacts assigned schedules shall be subject to the approval of the affected Department Head(s).

CEA agrees to indemnify and hold harmless the City of Clovis, its officers, agents and employees from any claims or liability arising from the use of the Time Bank, including any legal or other actions taken to protest the application of this provision. It is agreed that CEA personnel utilizing Time Bank hours shall be representing CEA and not the City of Clovis during the time that Time Bank hours are being utilized. It is further understood that the use of Time Bank hours shall not constitute "time worked" for the purposes of computing overtime or any other payroll or employee benefit, including workers' compensation benefits.

29. Workweek

A. The workweek for all unit members shall be 168 regularly recurring hours.

B. For employees assigned to a "5 / 8" or "4 / 10" work schedule, the workweek shall begin at 0700 hours on Sunday and end at 0700 hours on the following Sunday.

C. For employees assigned to a "9 / 80" work schedule, each employee's designated FLSA workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of his / her eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off.

30. Flexible Work Schedules

Unit members in Recreation classifications assigned to work on weekends may have their day(s) off scheduled during Monday – Friday.

The City will analyze and respond within ninety (90) days to written proposals from CEA regarding alternative employee work schedules. Such proposals shall be designed with the primary concerns of saving operating costs and enhancing City service levels.

31. Maintenance of Operation

CEA agrees that for the term of this MOU neither CEA nor any person acting on its behalf will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities.

32. Conclusively

It is understood and agreed to that all documents including but not limited to written ordinances, resolutions, policies and procedures, employee rules and merit system rules and regulations which relate to wages, hours, and other terms and conditions of employment which are presently in effect are made part of this MOU by reference. Those items set forth specifically in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of CEA and the City in a written and signed amendment to this Agreement.

CEA and the City agree that during the negotiations which resulted in this MOU, each party had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, therefore, during the term of this Agreement, neither the City or CEA shall be obligated to meet and confer on any matter:

1. Whether or not specifically referred to in this MOU;

2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;

3. Whether or not the matters were proposed and later withdrawn during negotiations.

Except That: The City may change a written policy affecting wages, hours, and other terms and conditions of employment, which are incorporated by reference in this MOU. The City shall notify CEA in writing of its intention to do so. If CEA does not respond within ten (10) calendar days from the date of mailing of such notification, the City shall assume CEA does not wish to meet and consult on the change in policy. In an emergency, the City retains the right to take such action immediately. CEA will be offered the opportunity to meet and consult as soon as practicable.

33. Past Practices

Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation vesting of any employee rights or privileges other than those expressly stated herein.

34. Designation of Confidential Employees

A. In order to implement the provisions of State law on the designation of confidential employees, the following rule shall be incorporated into the City's Personnel Rules and Regulations:

In accordance with State law, the City Manager may designate as "confidential" those employees who are required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions. Such designation shall be at the discretion of the City Manager after consultation with the affected recognized employee organization, if any.

B. The City shall, on or before April 1 of each year, provide to CEA a written list of unit positions designated as confidential.

Those unit positions designated as confidential will continue to be represented by this bargaining unit and may be members in and hold office in the bargaining unit. However, pursuant to law, such designated positions may not represent the bargaining unit, which represents other employees of the City, on matters within the scope of representation.

35. Release Time

Authorized CEA representatives shall receive reasonable release time for the purposes of collective bargaining, the processing of grievances, joint problem-solving meetings between the City and CEA, and disciplinary representation. As soon as practicable prior to the release from duties, the designated representatives shall submit a written request for release to their supervisor(s).

36. **Term of Memorandum of Understanding**

This MOU shall remain in effect for the period of July 1, 2016 through June 30, 2019. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit. The City and CEA acknowledge that all provisions of this agreement, together with those other matters within the scope of representation, are subject to renegotiating upon the expiration of this agreement to the extent provided by law.

The Association membership has ratified the contents of this MOU, by their affirmative vote, on or about June 14, 2016.

The City Council approved the provisions of this MOU on June 20, 2016.

For the CITY:

Rob Woolley, City Manager

Robert Ford, Lead City Negotiator

Lori Shively, City Negotiator

Shonna Halterman, City Negotiator

Melissa Paminto, City Negotiator

For CEA:

Carol Guthrie, CEA President

Sandra Macy, Lead CEA Negotiator

Pam Smith, CEA Negotiator

Trina Vietty, CEA Negotiator

ATTEST: _____
John Holt, City Clerk

Date: 8/2/2016

Rkf/2016-2019 CEA MOU

CITY OF CLOVIS
CEA - Monthly Salary Schedule - July 1, 2016

Revised 7/1/16

3% Wage Increase (4% for Custodian)

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
5060	Administrative Assistant	490	4,355	4,573	4,802	5,042	5,294
5375	Custodian	090	3,023	3,174	3,333	3,500	3,675
5670	Office Assistant	130	3,047	3,199	3,359	3,527	3,703
5795	Principal Account Clerk	340	3,801	3,991	4,191	4,401	4,621
5805	Principal Office Assistant	340	3,801	3,991	4,191	4,401	4,621
5826	Recreation Leader	040	2,533	2,660	2,793	2,933	3,080
5830	Recreation Specialist	310	3,723	3,909	4,104	4,309	4,524
5850	Senior Account Clerk	250	3,482	3,656	3,839	4,031	4,233
5840	Sr Center Nutrition Services Worker	180	3,145	3,302	3,467	3,640	3,822
5930	Senior Custodian	110	3,476	3,650	3,833	4,025	4,226