MEMORANDUM OF UNDERSTANDING

between

THE CITY OF CLOVIS
AND
CLOVIS FIREFIGHTERS' ASSOCIATION

July1, 2016 through June 30, 2019

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Article 1. INTRODUCTION

1.1 This Memorandum of Understanding is made and entered into between the Clovis Fire Fighters, Incorporated, hereinafter referred to as "Association" and the City of Clovis, hereinafter referred to as "City", pursuant to California Government Code, Section 3500 et seq. as their exclusive and mutual agreement.

1.2 The representatives for the City of Clovis and the Association having reached agreement as hereinafter set forth, this Memorandum shall be submitted to the City Council with the joint recommendation that that body adopt this memorandum as its policies for the period of time specified in Article 39., unless these policies are otherwise changed by the appropriate meet and confer processes.

1.3 The purpose of the Memorandum of Understanding is to promote harmonious relations between the City and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and intent of the California Government Code, Section 3500.

Article 2. CITY RIGHTS

2.1 The City retains the exclusive right, subject to and in accordance with applicable laws and the provisions of this Memorandum of Understanding, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer, assign and discipline employees; (c) to dismiss employees for reasonable cause pursuant to procedures outlined herein; (d) to determine the mission of its divisions and departments, and its budget, organization, number of employees and the numbers, types, descriptions and grades of positions or employees assigned to an organizational unit, and the methods and technology of performing its work; and (e) to take whatever action may be appropriate to carry out its mission in situations of emergency.

2.2 In addition, the City retains all the exclusive rights, subject only to the specific provisions of this Memorandum of Understanding, and pursuant to State law, to take whatever actions and set whatever policies it deems appropriate.

Article 3. STRIKES AND LOCKOUTS

3.1 The Association, its members and all employees within the employee bargaining unit represented herein, hereby agree that it shall not call, sanction, or engage in any primary strike, sympathetic strike, boycott, slowdown, suspension or stoppage of work for the duration of this Memorandum and for the period of time necessary to conclude a successor Agreement to this Memorandum.

3.2 The City agrees that it shall not cause or engage in any lockout, for the duration of this Memorandum.

3.3 If the Association or any of its members or any employee it represents herein should breach this agreement, then the City retains, as one of its alternative remedial actions, the right to terminate the employment of said employee and/or member.

Article 4. EMPLOYEE RIGHTS

4.1 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 pursuant to law concerning 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.

4.2 Nothing in this Memorandum of Understanding is intended to deprive an employee of his/her rights under applicable law.

Article 5. NONDISCRIMINATION

5.1 The City and the Association agree not to discriminate against any employees in accordance with applicable laws.

Article 6. UNIT RECOGNITION

6.1 The City agrees to acknowledge, pursuant to Sections 3500 et.seq of the California Government Code, the Clovis Firefighters Association, Local 1695 (CFFA) as the exclusive recognized employee organization representing the fire service employees in the listed Subsection 6.2 below, until such time as CFFA 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, CFFA 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 CFFA organization. Nothing in this article shall be construed as violative of any requirement or provision of the Myers-Milias-Brown Act.

6.2 This Association shall consist of all permanent and probationary employees in the following classifications:

Fire Captain
Fire Engineer
Firefighter

6.3 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.

6.4 For all purposes, Fire Department Volunteers, Reserves and/or Explorers are not considered employees and are not subject to the provisions of this Memorandum of Understanding. In addition, the City and CFFA recognize that Volunteers, Reserves and/or Explorers will not be used to replace full time regular or probationary employees.

6.5 Fire Captains shall not be required to work in the Fire Engineer classification except for emergency recall situations, or for temporary assignments of less than five (5) hours in duration.

6.6 Fire Engineers shall not be required to work in the Firefighter classification except for emergency recall situations, or for temporary assignments of less than five (5) hours in duration.

Article 7. PAYROLL DEDUCTIONS

7.1 For those Association employees itemized in Section 6.2, the City will deduct from their wages the regular monthly dues. Such dues shall be deducted and transmitted to the CFFA upon voluntary, revocable, written authorization of the Unit employee in a manner complying with legal requirements. Written authorization forms will be provided by the City. The CFFA shall indemnify, save harmless and defend the City and its officers, agents and employees, for any liability the City should incur as a result of this service.

Article 8. DEFINITIONS

8.1 Department
"Department" shall mean the Fire Department.

8.2 Association
"Association" shall mean the Clovis Fire Fighters' Association.

8.3 Emergency
The term "emergency" used in this MOU means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

8.4 Employee
The use of the word "employee" or "employees" in the MOU shall be construed as meaning those Firefighters, Engineers, and Captains of the Clovis Fire Department, as represented by the CFFA. This definition is not intended to limit the City's rights under Section 2.1 of this MOU.

8.5 Shift
Shift shall mean a twenty-four (24) hour period starting at 0800 and ending at 0800 the following day.

8.6 Work Day
Except where otherwise specifically defined, "work day" for shift employees shall be defined as a twenty-four (24) hour period for employees assigned to a 56 hour (average) work week, or an eight (8), nine (9), or ten (10) hour period for employees assigned to a forty (40) hour work week.

8.7 Urgent Call Back
A request or order back to work for an urgent need, usually to maintain minimum staffing, provide additional operational capacity during an emergency recall, or a critical administrative need. All Urgent Call Back requests must be authorized by a Chief Officer.

8.8 Non-Urgent Call Back
A request to work for a non-urgent need, will be voluntary and administrative in nature. If the request is for operational needs, it will be voluntary and 72 hours advanced notice will be provided. All Non-Urgent Call Back requests must be authorized by a Chief Officer.

8.9 Mandated Return to Work
An order to return to work by the Fire Chief or designee.

Article 9. SALARY SCHEDULES

9.1 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 CFFA ratification and City Council approval of this MOU.

9.2 Fiscal Year 2017 – 2018. Effective July 1, 2017, all positions shall receive a 3.0% wage increase.

9.3 Fiscal Year 2018 – 2019. Effective July 1, 2018, all positions shall receive a 3.5% wage increase.

9.4 Members of the following Special Response Teams shall receive additional compensation (incentive pay).

a. Hazardous Materials Response Team
b. Technical Rescue Team
c. Fire Investigators Team

9.5 Special Response Team Incentive:
Members of a special Response Team shall receive an additional three hundred dollars ($300.00) added to their base salary each month.

Special Response Team Incentive for Team Leaders:
Special Response Team Members designated by the Fire Chief as a Team Leader shall receive three-hundred and fifty dollars ($350.00) added to their base salary each month.

9.6 Multi-Team Involvement:
CFFA members will receive Special Response Team incentive pay for only one team, regardless if they serve on multiple special response teams. There will be no "pyramiding" of the Special Response Team Incentive.

9.7 The City will pay the premiums for an additional $225,000 supplemental term life insurance policy for members of the following Special Teams:

- Hazardous Materials Team
- Technical Rescue Team
- Fire Investigators

This amount will be in addition to the standard issue $25,000 life insurance received by City employees. This benefit will be subject to the employee(s) meeting the underwriting criteria by the insurance provider. If, during the term of this agreement, the City selects a new life insurance vendor for this coverage, the City shall make reasonable efforts to maintain all coverage limits and terms as presently contracted. If the City is unable to do so, the City and CFFA shall meet and confer over such terms and the impact upon the supplemental coverage for the Special Team members. The City shall provide evidence of coverage to all affected employees.

9.8 Appointment to Special Teams:
Appointment to Special Teams shall be subject to the approval of the Fire Chief.

9.8 Cell Phone Stipend:

The City will provide a stipend of $30.00 per month to shift employees; and, a stipend of $50.00 per month to employees regularly assigned to Fire Training Officer and Deputy Fire Marshal positions, who choose to participate in the cell phone notification program. Employees assigned to the Fire Training Officer and Deputy Fire Marshal positions must utilize their personal cell phones for Fire Department business. To participate in this program the employee must provide their cell phone number to the Department. This method of notification replaces the method of contacting personnel by fire apparatus phones.. This does not restrict the movement of types of activities of off-duty personnel. Employee cell phones must be able to function locally and have text messaging service in addition to phone service. The stipend is provided in recognition of the City using this method to notify employees of overtime and emergency recall.

9.9 Bilingual Pay

CFFA members who demonstrate fluency in Spanish or American Sign Language, or any language deemed operationally necessary by the Fire Chief, shall receive one hundred dollars ($100.00) per month in addition to their base salary. The city shall determine if employees qualify for the bilingual pay and the standards of proficiency that an employee must possess in order to receive bilingual pay. CFFA members must pass a biennial recertification to maintain this pay.

Article 10. RETIREMENT

10.1 The City shall continue to make employer contributions to the Public Employee's Retirement System for the "single highest year" benefit (Government Code Section 20024.2) for employees covered by this MOU who are classified as "Classic Employees" pursuant to PEPRA regulations.

10.2 The City shall continue to make employer contributions to the Public Employee's Retirement System for the "3 Year Final Compensation" benefit for employees covered by this MOU who are classified as "New Employees" pursuant to PEPRA regulations.

10.3 The City shall continue to make employer contributions to the Public Employee's Retirement System for the "credit for unused sick leave" benefit (Government Code Section 20965) for employees covered by this MOU.

10.4 The City shall continue to make the employer contribution for each eligible employee for the PERS safety retirement benefit known as "3% at 50" for employees covered by this MOU who are classified as "Classic Employees" pursuant to PEPRA regulations.

10.5 The City shall continue to make the employer contribution for each eligible employee for the PERS safety retirement benefit known as "Safety 2.7% at Age 57" for employees covered by this MOU who are classified as "New Employees" pursuant to PEPRA regulations.

10.6 The City shall, during the term of this agreement, pay the above described employer contribution(s) into the PERS fund in accordance with the rules and regulations governing such employer contributions.

10.7 Each employee classified as a "Classic Employee" and each employee classified as a "New Employee" pursuant to PEPRA shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund. It is recognized that the employee rate established by PERS for employees classified as "New Employees" may be subject to change. If such change occurs, the City will notify CFFA of the change prior to its implementation.

10.8 The City will permit employee pension contributions to be made on a pre-tax basis whenever possible, as long as no additional cost to the City is involved.

10.9 Employee Cost-Sharing of PERS Contributions.

a. Each CFFA "Classic" and "New Employee" shall pay 8.0% of City PERS contributions (cost sharing). Each employee authorizes the City to make appropriate deductions and/or withholdings to accomplish such cost-sharing.

b. For employees classified as "Classic Employees" pursuant to PEPRA, the current 9.0% of the Employee Paid Member Contribution is calculated on all PERSable compensation. The additional 8.0% cumulative PERS cost-sharing amount described in 10.9 a. will be calculated on the same basis.

c. For employees classified as "New Employees" pursuant to PEPRA, the current 11.25% of the Employee Paid Member Contribution is calculated on all PERSable compensation. The additional 8.0% cumulative PERS cost-sharing amount described in 10.9 a. will be calculated on the same basis.

Article 11. PERS SURVIVORS BENEFIT

11.1 The City shall maintain the PERS Level 4 Survivors Benefit for all unit members during the term of this agreement.

Article 12. WORK SCHEDULE

12.1 Fire Department personnel covered by this MOU shall work either the cycle defined in Subsection 12.2 or 12.3:

12.2 Employees that work a 56 hour work week shall work a shift schedule commonly referred to as the 2/4 schedule. This schedule has an annualized average work week of 56 hours and shall consist of each shift (A, B or C) working eight (8) twenty-four (24) hour shifts in a twenty-four (24) day work period. This schedule shall consist of (2) 24-hour shifts/contiguous forty-eight (48) hours on duty, followed by ninety-six (96) hours off duty. The work schedule is illustrated as follows with X = on duty and O = off duty: X-X-O-O-O-O-X-X-O-O-O-O-X-X-O-O-O-O-X-X-O-O-O-O. This schedule shall be on-going and repeat on a fixed and regular basis.

12.3 A 40 hour work week which shall consist of five (5) eight hour days each week or alternate work week as mutually agreed upon by the Fire Chief and the affected employee.

12.4 When shift reassignment occurs at the direction of the Fire Chief, a minimum of 72 hours of time-off shall be provided between the old shift assignment and the new shift assignment (56 hour work week). Whenever a shift transfer/reassignment is made, the employee shall receive that same minimum "actual hours worked" which would have resulted if a shift reassignment had not occurred.

Employees moving from a voluntary 40 hour assignment or IOD will receive a minimum of 60 hours of time-off between the assignments from a 56 hour work week to a 40 hour work week; and, from a 40 hour work week to a 56 hour work week.

Shift movement at the direction of the Fire Chief includes movement created by new hires, promotions, employee performance improvement, long-term interim appointments, or special work assignments.

Shift movement created at the employee's request such as the "Station Bid Selection", employees requesting "light-duty" for off-duty injury/illness, and mutually requested shift transfer between employees shall not be subject to any minimum time-off pursuant to this provision.

Large-scale transfer is defined as periodic (every 3 years) movement where personnel, program assignment, and specialized team assignments are subject to changes that include shift and program assignment transfers. Every 3 years (beginning in 2010) employees will participate in a department-wide fire station and shift selection process. This process shall be known as the "Station Bid Selection". Provisions of the "Station Bid Selection" shall be mutually agreed upon as specified in Policy.

12.5 Personnel may be temporarily assigned to a 40 hour work week. When qualified personnel are assigned temporarily to a 40 hour work week, they will be given a minimum of two weeks advance notice. Those assigned to a 40-hours work week shall receive an additional 7.5% increase in base salary. The Fire Chief will request qualified volunteers prior to making any 40 hour work week assignments. Individuals temporarily assigned to a 40 hour work week will perform that assignment for a period of two months, or less, in any one year period, unless mutually agreed for a longer period. Individuals performing in a temporary or permanent 40 hour assignment shall not negatively impact the bargaining units' available time off (i.e., vacation, holidays, schooling/training).

12.6 In order to uniformly convert time between 40 and 56 hour work weeks, one-fifth of the employees' work week shall be used. The conversion factor for calculating the time is 1.4, i.e., when an employee moves from 56 to 40 hours per week, the employee's accumulated vacation, CTO and HTO hours will be divided by the factor 1.4. When an employee moves from 40 to 56 hours per week, the employee's accumulated vacation, CTO and HTO hours will be multiplied by the factor 1.4.

12.7 The Fire Chief may make 40-hour workweek assignments to fill the duties of Deputy Fire Marshal (Fire Captain) and Training Officer (Fire Captain).

The Deputy Fire Marshal and Training Officer assignments shall be three (3) year assignments and shall either 1) rotate to other Fire Captains as set forth below, or 2) the incumbent's assignment may be extended for up to an additional three (3) year cycle. The extension of time shall be upon the mutual consent of the Fire Chief and the incumbent.

The assignments of Training Officer (Fire Captain) and Deputy Fire Marshal (Fire Captain) shall follow the "Station bid selection" as described in Article 12, with the three (3) year rotation beginning January 2013.

If a vacancy occurs in the Deputy Fire Marshal or Training Officer positions, volunteers shall be requested first from all current Fire Captains.

If no eligible employees volunteer for the Deputy Fire Marshal or Training Officer position(s) the Fire Chief may reassign the least senior, non-probationary Fire Captain(s) to the 40-hour

assignment following a three (3) year assignment by the least senior, non-probationary Fire Captain who is not willing to extend their assignment. In such cases, the Fire Chief may reassign the next least senior, non-probationary Captain if no Captain volunteers for the assignment.

Those assigned to a 40 hour rotational assignment as Deputy Fire Marshal or Training Officer under this provision shall receive an additional 7.5% increase in base pay; and the use of a City vehicle for the duration of said assignment, subject to the approval of the Fire Chief based upon the City's need to use such vehicle on a day to day basis.

12.8 For employees that are candidates for promotional testing for the positions of Fire Engineer, Fire Captain and Battalion Chief, and on-duty during the testing process; the City shall provide a release from duty at least (2) hours prior to the candidate's appointed time, and (1) hour after completion of the candidate's portion of the test. The employee will not be required to utilize any personal leave banks for this period.

Article 13. OVERTIME

13.1 The City will compensate the employees described in Article 6. for overtime pay at one and one-half (1-1/2) times the regular rate of pay for all time in excess of scheduled hours. For the purposes of calculating FLSA overtime pay the use of any paid leave shall be recognized as compensable when calculating overtime.

13.2 Employees assigned to a forty (40) hour work week who are mandated back to work on any holiday shall be paid double time for all hours worked on that day. "Double time" shall be defined as two-times the employees' regular rate of pay. 40 Hour employees who are mandated to come back into work will receive "Double Time" after accounting for their regular required work hours. 40-Hour employees who volunteer for shift coverage or to work will be compensated at time and a half for all hours worked beyond their required work hours. Additional information concerning Holiday time is specified in Section 18.3.

13.3 The City shall have the right to require employees to work in order to maintain minimum staffing, provide City coverage during emergency situations, provide special event/assignment coverage and/or maintain licenses/certifications. The assignment of overtime shall be in conformance with existing procedures.

13.4 When an employee is required to work overtime in order to maintain staffing levels due to a lack of volunteers, that employee shall be selected by using the "TeleStaff Picklist" method as follows: The employee with the least amount of overtime and is assigned permanently to the off going shift shall be required to work said overtime. In the case of two (2) employees having the same amount of overtime, the employee with the least amount of seniority shall be required to work said overtime. In the case where all employees working in the rank of the pending overtime are not permanently assigned to the off going shift, the employee with the least amount of overtime shall be required to work said overtime.

13.5 Employees may be required to holdover for up to two (2) hours in order to maintain staffing levels for unplanned time off only. Employees may also holdover to attend meetings/training. Employees held in excess of two (2) hours will receive a minimum of three (3) hours at the overtime rate, or actual hours worked, whichever is greater.

13.6 Employees who are scheduled at least 24 hours in advance to provide early relief within one (1) hour of their scheduled work day will be compensated at the overtime rate for the actual hours worked if the work is contiguous with the employees' scheduled work shift.

13.7 At no time shall the City be held responsible to pay an employee at the overtime rate for duty arising as a result of a shift trade requested or consented to by the employee, except in cases of illness or other bona fide absence in which case the overtime rate for callback duty will apply.

13.8 Employees who, while off duty, stop to render aid at accident scenes, fires, medical emergencies or other emergency situations, where the employee takes any physical action (stops bleeding, rescues from harm, controls, traffic, etc.) shall be eligible for overtime. Pay will be in 15 minute increments with a 30 minute minimum. The involved employee shall, as soon as reasonably possible, contact the Duty Chief to provide notification to the Department, plus fill out an incident report documenting their actions to be completed by the employee's next duty day.

Article 14. COMPENSATORY TIME OFF

14.1 The City may allow compensatory time off (CTO) in lieu of overtime or callback monetary compensation. The City shall have the choice in the manner of compensation.

14.2 Employees described in Article 6. shall be allowed to accumulate a maximum of 240 hours of unused CTO. CTO may not be used to take time off if it unduly disrupts operations. Beginning July 1, 2017, employees shall be allowed to accumulate a maximum of 96 hours of unused CTO.

14.3 Employees shall have the following option concerning cash out of CTO hours:

1) Twice each fiscal year each bargaining unit member may receive cash-out up to 200 hours of his or her CTO. CTO payout will occur the first full pay period in July and January. Request for CTO cash out must occur 30 days prior. Beginning July 1, 2017, employees shall be allowed to accumulate a maximum of 96 hours of unused CTO. Any additional hours above 96 must be used by July 1, 2017, or will be cashed-out on the first pay period in July.

Article 15. "ACTING" STATUS PAY

15.1 The City shall provide "Acting" status pay differential of at least 5.0% for Fire Fighters acting as Fire Engineers, 7.5% for Fire Fighters or Fire Engineers acting as Fire Captains, and 7.5% for Fire Captains acting as Fire Battalion Chiefs computed on the salary matrix, or Step 1of the higher classification, whichever is greater, when the employee has been assigned to work in a higher classification regardless of time. These higher classifications shall be defined as: Acting Engineer, Acting Captain or Acting Battalion Chief. The employee shall receive the highest pay rate provided by this Section.

15.2 The Fire Chief shall develop criteria for all positions where personnel may be assigned to an "acting" position. The determination of who is qualified for, and formally assigned to, "Acting" status shall remain the discretion of the Fire Chief. Individuals performing an acting Battalion Chief position shall not negatively impact the bargaining units available time off (i.e., vacation, holiday, schooling/training).

Article 16. MINIMUM CALL-BACK PAY

16.1 It is the purpose of this section to describe how employees will be compensated when they are called back to work outside of their regularly scheduled shift. It is the intent of this section to provide financial rewards and incentives for employees to respond to orders and requests for callbacks to work outside of their regularly scheduled shift.

16.2 Any employee called back to work (Urgent) for administrative or operational duties shall be paid a minimum of three (3) hours at the overtime rate. Employees who are required to provide relief

that begins before 0800 and ends after 0800 on the same date will receive the minimum of three (3) hours at the overtime rate or actual hours worked, whichever is greater.

When an employee is called back to work for administrative or operational duties and the reason for the call-back (meeting, training, etc.) is cancelled, postponed, or rescheduled without advance notice to the employee, the employee will be paid a 30 minute minimum if they arrive at work to cover their travel time and costs.

16.3 Any employee called back to work in the event of a major emergency incident shall be paid a minimum of five (5) hours at the overtime rate. A major emergency incident is defined as any emergency incident in which the incident commander has determined that the on-duty fire suppression personnel will not be capable of handling the emergency incident and providing station coverage for the entire City without supplemental personnel.

All non-urgent call backs will be paid hour-for-hour.

Overtime starts when employee arrives at their work site (fire station, fire scene, etc.) and ends when the assignment is complete and the employee is released from work.

16.4 The City will provide notification to employees who are subject to callback for public information / promotional events at least fourteen (14) calendar days in advance.

Article 17. VACATION

17.1 Employees described in Article 6. shall earn annual vacation credit on the following basis:

Years of Service	40 Hour Week Employees	56 Hour Week Employees
a. Year 1 Thru End Of Year 7	5 hours posted on each pay period to a maximum of 280	7 hours posted on each pay period to a maximum of 392
b. Year 8 Thru End Of Year 14	6 hours posted on each pay period to a maximum of 328	8.4 hours posted on each pay period to a maximum of 459.2
c. Year 15 Thru End Of Year 19	6.7 hours posted on each pay period to a maximum of 360	9.333 hours posted on each pay period to a maximum of 504
d. 20+ years	8 hours posted on each pay period to a maximum of 360	11.2 hours posted on each pay period to a maximum of 504

17.2 The time at which the employee shall be granted a vacation is at the sole discretion of the Fire Chief. The predominant factor to be considered shall be the need of the City and will not be unreasonably denied.

17.3 Employees who terminate employment shall be paid for all unused vacation leave accumulated as of the date of separation.

Article 18. HOLIDAYS

18.1 Each regular employee described in Article 6. shall be entitled to time off in lieu of holidays computed at the rate of 200 hours of time off for twelve (12) months of service. Holiday time shall be credited, in advance, to all personnel on July 1 of each year and not credited on a monthly basis.

18.2 After completing their probationary period, employees may choose to cash-out up to 200 hours of unused annual Holiday Time off (HTO) in July of each year. Such requests shall be submitted

by May 1 for the ensuing budget year. Holiday time will be cashed-out at the employee's straight time rate. The annual HTO cash-out shall be acknowledged as "compensation" within the meaning of the Public Employees Retirement Law (Section 20000 et seq.). In recognition of and consistent with the PERS requirement to report compensation as earned, holiday time that is cashed-out will be reported to PERS on a pro-rata basis per pay period over the course of the fiscal year.

18.3 40 – Hour Light Duty or Staff employees must work assigned holidays voluntarily, complete 40 hours per week for each week during the pay period the holiday falls in (i.e., flex a Monday for a Friday if working a 4 / 10 schedule), or the employee may use a leave bank such as HTO, VAC, or CTO to cover hours not worked on a holiday.

18.4 If an employee terminates employment with the City prior to June 30, pro-rated holiday time used in excess of 16.67 hours per month will be deducted from his/her final paycheck. If an employee terminates employment prior to June 30, all unused holiday time earned that does not exceed 16.67 hours per month on a pro-rata basis will be cashed-out.

18.5 Effective July 1, 2017, Employees shall be allowed to accumulate a maximum of 296 hours of unused holiday time. If an individual has 296 hours of unused holiday time on July 1, then receives an additional 200 hours for the current fiscal year, the 200 hours above the maximum limit (296 hours) must be cashed-out at the employee's straight time rate.

18.6 The Fire Chief may authorize a carryover of holiday time in excess of the maximum hours for extenuating circumstances. Within the last quarter of the fiscal year individuals who have excess holiday time must submit written justification to the Fire Chief for consideration and review.

18.7 The City may elect to pay off unused, accumulated holiday time in excess of 296 hours.

Article 19. SHIFT RELIEF

19.1 The City will allow (2) personnel off using HTO/VAC leave per shift. Starting January 1, 2018, the City of Clovis will allow (3) personnel off using HTO / VAC leave per shift. Shift Battalion Chiefs will not impact bargaining unit members' vacation and/or holiday time off.

All requests for time-off such as HTO/VAC/CTO/CTN shall be a minimum of three (3) hours, unless that time off is for early relief and the employee filling the vacancy is volunteering to work and therefore will be compensated hour for hour and does not qualify for "minimum call-back pay" as outlined in section 16.2.

Article 20. HEALTH, LIFE AND DENTAL INSURANCE BENEFITS

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 The benefits provided under this Article 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.

20.6 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.

20.7 Health Premium Waiver Incentive

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

b. 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

c. 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.

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

20.8 ICMA Vantage Care Retirement Health Savings Program

a. All CFFA 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%

b. For CFFA 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.

c. 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.

d. The City and CFFA representatives will work jointly to discuss the feasibility of developing Vantage Care plans for CFFA members hired prior to July 1, 2016.

Article 21. MILITARY LEAVE

21.1 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/her authorized agent an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

21.2 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.

Article 22. LEAVE OF ABSENCE WITHOUT PAY

22.1 The City Manager may grant a permanent or probationary employee a leave of absence without pay or seniority for a period not to exceed three (3) months, upon written request of the employee, setting forth the reason for the request, and the approval, if granted, will be in writing.

22.2 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 an employee on leave to report promptly at its expiration, or within a reasonable time after said expiration, may be cause for discharge, in the discretion of the City Manager.

22.3 The Fire Chief may grant a permanent or probationary employee a leave of absence without pay for not to exceed one (1) calendar week. Such leaves shall be reported to the City's Personnel Officer.

Article 23. EMPLOYEES' SICK LEAVE

23.1 Shift employees will receive twelve (12) hours of sick/accident allowance leave for each full month of employment, up to a total of 144 hours per calendar year. Employees assigned to a forty (40) hour work week will receive 8.57 hours of sick/accident allowance leave for each full month of employment, up to a total of 102.82 hours per calendar year. All unused sick leave hours shall continue to accrue.

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

23.3 Sick leave benefits are payable only for an employee's regularly scheduled workdays on which he/she is off as a result of the employee's illness or accident.

23.4 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 shifts. The City Manager or his/her authorized representative may terminate and/or withhold said benefits upon the employee's failure to furnish satisfactory and non-falsified proof of illness or accident.

23.5 Unused sick leave may be applied in situations of illness or accident of an employee's immediate family. The employee may be required to furnish a doctor's certificate or other satisfactory proof of illness or accident when requesting the use of personal sick leave for family members.

23.6 For the purpose of this Article, a "member of the employee's immediate family" shall include the husband, wife, mother/step, father/step, sister/step, brother/step, child/step, grandparent and legal dependents of the employee.

23.7 For purposes of sick leave retirement credit, sick leave balances will be calculated on the basis at which the hours were earned, i.e., 11.2 hours or 12.0 hours.

Article 24. SICK LEAVE INCENTIVE

24.1 To be eligible for any sick leave incentive pay, an employee must have accumulated a minimum of 480 unused sick leave hours at the time payment is made.

24.2 Thirty-three percent (33%) of annually earned and unused sick leave shall be paid to employees during the first two weeks of December. For purposes of computing sick leave incentive pay, sick leave is earned during the period of December 1 of one year through November 30 of the next year.

24.3 Employees may, at their option, receive the sick leave incentive payment in cash or have an equal number of hours added to their annual vacation. Employees may also elect to have an amount equivalent to their sick leave incentive deducted from their paychecks and deposited in their deferred compensation account.

24.4 Employees who do not wish to participate in the sick leave incentive program must notify the Finance Department between November 1 through November 15 of each year.

Article 25. SICK LEAVE CASH-OUT AT RETIREMENT

25.1 Employees who retire from the City on the regular P.E.R.S. service retirement benefit may elect to receive a lump sum cash-out of 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 P.E.R.S. disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out. Employees wishing to participate in this benefit shall notify the Personnel Division of their intentions within thirty (30) days of their retirement date by completing a Sick Leave Cash-Out Benefit form.

25.2 Unused sick leave hours will be cashed-out as noted above. The sick leave hours that remain after the cash-out will be certified to P.E.R.S. for the benefit known as "Credit For Unused Sick Leave."

Article 26. BEREAVEMENT LEAVE

26.1 In the event of a death in the immediate family of an employee or a member of the employee's immediate household, employees shall be granted time off for bereavement purposes. Employees assigned to a 40-hour shift will receive up to 40 hours, and employees assigned to a 56-hour shift will receive up to 72 hours of bereavement leave per calendar year. Employees who have exhausted their bereavement leave benefit will be allowed to use up to (24) hours of accrued vacation, HTO or CTO leave per year to supplement this benefit. Under extenuating circumstances, employee may use other accrued time at the discretion of the Fire Chief.

26.2 For the purposes of this Section, the term "immediate family" shall include the husband, wife, father/step, mother/step, brother/step, sister/step, child/step, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, legal dependents, registered domestic partner as defined by state law, and grandchildren of the employee.

Article 27. JURY DUTY

27.1 Employees are encouraged to serve on jury duty. While so serving, they will still be paid by the City on the basis of a 56-hour week, at their normal rate of pay, for a maximum of six (6) weeks (i.e., 30 workdays) per calendar year, on condition that any compensation (in excess of mileage expenses) received from court be turned over to the City. Compensation for jury duty in excess of six (6) weeks per calendar year may be considered on a case by case basis.

Article 28. UNIFORMS

28.1 To increase professionalism in the Department, employee uniform allowances will be as follows:

28.2 The City shall provide each employee with a uniform allowance in the amount of one thousand dollars ($1000.00) per fiscal year, payable monthly.

28.3 The City shall provide CFFA members, who voluntarily choose to participate, with an interest free, 24 month loan for the purpose of purchasing an approved Class A dress uniform as defined in the Department's Uniform Manual. Repayment of the loan shall be accomplished through automatic payroll deduction each pay period. Proof of purchase (copies of receipts and/or invoices) shall be submitted to the City in order for CFFA members to qualify and participate in this program.

28.4 These allowances cover the cost of all uniform purchases. Employees are also required to maintain their uniforms consistent with professional cleaning standards.

28.5 The Department will meet and confer before making a substantial change in the uniforms. Such changes will be implemented at the beginning of the fiscal year, unless another date is selected by mutual agreement, at which time the employees will be paid the entire uniform allowance in a lump sum.

Article 29. JOB RELATED INJURY OR SICKNESS

29.1 For employees absent from work due to an on-the-job related injury or sickness, the City agrees to provide (for a period of up to one (1) year) compensation equal to the difference between the employee's regular daily, weekly or monthly base pay, and the amount granted by the Workers' Compensation carrier, but in no case to exceed the employee's regular daily, weekly or monthly regular salary including educational incentive pay. Under these circumstances the City reserves the right to require that the employee perform light duty assignments consistent with the employee's medical clearance.

Article 30. PROFESSIONAL DEVELOPMENT PROGRAM

30.1 The purpose of the Professional Development Program is to increase and maintain high levels of professionalism among employees in order to obtain a superior quality of service for the community. The program is intended to encourage and assist employees to prepare for and to cope with the changing role of a firefighter, today and in the future, by broadening educational background and experience.

30.2 Employees Hired On or After July 1, 2016: Employees who have completed their initial probationary period with the City shall be eligible to earn the professional development pay listed in Article 30.

Employees Hired Prior to July 1, 2016: Employees who have already earned professional development pay prior to July 1, 2016, and employees who are working towards completing professional development pay requirements and will complete the requirements by December 31, 2017, will receive professional development pay pursuant to the prior professional development pay criteria as specified in the 2014 – 2016 MOU.

Additional professional development pay may be earned as follows:

a. A 2.5% salary increase added to their base pay upon completion of an A.A. or A.S. degree from an accredited college or university. To be eligible for payment, employees must present proper documentation of coursework completion.

b. Upon completing the requirements set forth in 30.2, an additional 2.5% salary increase will be added to their base pay upon completion of a B.A. or B.S. Degree from an accredited college or university. To be eligible for payment, employees must present proper documentation of coursework completion.

c. Monthly Professional Development Certification Incentives (i.e., certification incentives) for rank specific qualifications and certifications are available. The certification incentives are rank specific and will not compound as employees change rank. To qualify for a certification

incentive, proof of completion of the requirements must be provided to the Fire Chief in writing confirming the
following:

i. Firefighters will receive a certification incentive of $75.00 per month upon successful completion of CSFM Driver Operator 1A and 1B certification course work; the successful completion of the Clovis Fire Department acting Engineer Task Book for Engine and Truck operations; and, completion of the probationary period.

ii. Engineers will receive a certification incentive of $100.00 per month upon successful completion of a CSFM Company Officer or Fire Officer certification course work; the successful completion of the City of Clovis acting Captain Task book.

iii. Captains will receive a certification incentive of $125.00 per month upon successful completion of the CSFM Chief Officer or Chief Fire Officer certification course work.

30.3 Employees who wish to pursue a higher level of education and professionalism leading to an Associates' degree, a Bachelor's degree, a Master's degree, or State/National Fire Service certifications, shall, upon approval, be eligible for reimbursement for the cost of tuition, books and fees required for enrollment in a college / university. The annual, maximum, per employee reimbursement for an Associates' degree payable under this Section shall be equivalent to the cost of two (2) semesters at Fresno City College, at the full time student rate, as of the date of enrollment. The annual, maximum, per employee reimbursement for a Bachelor's degree or Master's degree payable under this Section shall be equivalent to the cost of two (2) semesters at CSU - Fresno, at the full-time student rate, as of the date of enrollment.

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

a. 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.

b. 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.

c. 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. However, employees actively enrolled in a Bachelor's degree program pursuant to this Section on or before June 30, 2016, will be eligible to pursue an approved Master's degree program with reimbursement from the City.

The City will not reimburse costs associated with an employee's second Master's degree.

d. Employees must submit written requests to participate in the reimbursement program by February 28 for program expenses to be incurred during the following fiscal year. Subject to delays in finalizing the subsequent fiscal year budget, the Fire Chief will

confirm the status of an employee's tuition reimbursement program request by March 15th.

e. Coursework must have the prior approval of the Fire Chief and the Personnel/Risk Manager.

f. Coursework must be work-related and determined by the Fire Chief and the Personnel/Risk Manager to be of benefit to the City.

g. Reimbursement of approved coursework 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.

h. All courses for which reimbursement is sought must be taken while off duty and not in paid status, except for on-line courses which may be taken on duty as long as it does not interfere with Department operations.

i. State/National Fire Science certifications shall include the following certifications: Chief Officer, Fire Officer, Executive Fire Officer, Prevention, Education, Driver-Operator certifications, or other certifications approved by the Fire Chief.

Article 31. HEALTH MAINTENANCE AND PHYSICAL FITNESS

31.1 a. The City and the Association agree to develop programs to promote "employee wellness," and ensure employee physical fitness, during the course of employment with the City of Clovis.

b. It is the intent of the City to provide all shift personnel with sufficient time to exercise on duty in order to meet health and physical fitness maintenance testing criteria. A one hour period will be available each day for physical fitness training.

c. The City shall provide fitness equipment designed to assist employees to meet fitness test criteria. The types of equipment provided by the City shall be determined by the Fire Chief, based on the recommendations of the Joint Committee on Health Standards.

31.2 Employee Wellness Program

a. Employee health information shall, be kept confidential. Data will be used, however, to compile a survey on the types of programs that are needed in order to improve employees' overall health, and the programs most desired by employees.

b. The City and the Association shall work cooperatively, through a Joint Committee, to develop an ongoing program for "employee wellness" and health maintenance.

31.3. The physical fitness testing will cover four areas:

1. Cardiovascular
2. Strength
3. Flexibility
4. Body Composition

31.4 An ongoing Joint Committee on Health Standards (the "Committee") shall be established to: study methods of testing physical fitness and the frequency of such testing (not less than annually); determine specifically how fitness shall be measured in Clovis; and devise a scoring system which sets minimum health and fitness standards.

31.5 The Joint Committee will be comprised of an equal number of employee and City representatives

31.6 Scoring standards must recognize that an individual may achieve overall physical fitness even though he or she may fail to achieve a "passing" score in one particular area (or areas). Scoring standards should also be adjusted for age, sex, and, possibly, for other relevant factors.

31.7 Smoking and Tobacco Product Use Policy

a. Ban on Workplace Smoking and Tobacco Product Use

The City thinks it is important for the health and fitness of all employees to maintain a tobacco free environment. Accordingly, the City hereby declares a hiring policy which disqualifies smokers and users of tobacco products from eligibility for employment. Employees hired after October 1, 1989 will not be permitted to smoke any tobacco products. Employees hired after July 1, 2004 will not be permitted to smoke or use any tobacco products. Failure to observe this policy may lead to disciplinary action, up to and including dismissal.

b. Employees hired prior to July 1, 2004 will be permitted to use smokeless tobacco products in a manner that is not offensive to other employees or the public and which does not interfere with the proper operations of the City or violate any restrictions established by State law. CFFA shall be responsible to monitor and police its own unit members to insure appropriate conduct in this respect.

31.8 The purpose of Clovis' physical fitness program is to promote better health and improve performance, not to punish. Accordingly, employees will be offered assistance and given ample opportunity to achieve minimum health and fitness standards. Employees hired after November 16, 1990, however, will be required to maintain a minimal level of health proficiencies throughout their employment.

31.11 Health Maintenance and Physical Fitness

Employees covered by this agreement will be eligible for a fitness incentive pay of $650 based on a score of 75 or above. This is based on the protocols established in conjunction with the CSU-Fresno in 2011.

All employees will be given one (1) opportunity to participate in annual Physical Fitness testing. The City will schedule four (4) physical fitness test dates once per fiscal year, i.e., one physical fitness test on each shift; and, one (1) physical fitness make-up test for employees who did not participate in the previously scheduled physical fitness test dates.

Fitness testing is voluntary; employees will not be compensated for taking the physical fitness test unless they are already on paid work status.

Annually, after testing has been completed, the Joint Fitness Committee shall meet with the physical fitness testing company staff to review the test results to determine if the revised physical fitness testing protocol is effective in measuring overall fitness. Any changes to the physical fitness testing protocol will be considered through the Joint Committee on Health Standards.

Annually, after testing has been completed, the joint fitness committee shall meet with physical fitness testing vendor staff to review the test results to determine if the revised physical fitness testing protocol is effective in measuring overall fitness.

Article 32. EMERGENCY MEDICAL SERVICES

32.1 The City and the Association agree that the level of service that Clovis Firefighters should be providing is EMT. All non-probationary employees must be certified at this level.

32.2 Prior to the implementation of any Paramedic or advanced EMT program, the City agrees to meet and confer regarding that program. Specifically, the City will meet and confer on the impact to unit members' duties and workload resulting from any Paramedic or Advanced EMT program implementation.

Article 33. GRIEVANCE PROCEDURE

33.1 The City and the Association 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 this Resolution is appropriately modified at the initiation of the City.

33.2 Policy Statement

a. The bargaining unit 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 City Manager.

33.3 Purpose

a. 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.

33.4 All grievances shall be handled in accordance with the City of Clovis Personnel Rules and Regulations, Rule XIII, Grievance Procedure.

Article 34. LOSS/DAMAGE OF PROPERTY

34.1 When in the course and scope of employment, without fault of the unit member, a unit member's prescription eyeglasses, contact lenses or watch is/are broken, damaged or destroyed, the City

shall, subject to proof and the terms below, reimburse the unit member for the cost of said damage up to two hundred dollars ($200.00) per incident.

a. The City shall have reimbursement rights under any claim made to any insurance carriers, to the extent of the City's payment. The unit member shall cooperate with the City in obtaining payment/reimbursement from any insurance company. The unit member shall provide the City with copies of claim forms tendered to insurance companies.

b. All claims for reimbursement shall be filed with the City within five (5) working days after the incident or loss.

c. Nothing in this article shall require the City to replace an item which can be repaired to be in at least as good a condition as it was prior to the loss/damage.

Article 35. LAYOFF

35.1 The provisions of this article shall apply when the City institutes layoff of bargaining unit employees pursuant to Section 2 of the City Personnel Resolution.

35.2 Order of Layoff

a. The City agrees that, in the event a layoff is instituted pursuant to Section 35.1., the reduction in force shall be accomplished in the following order:

1. Temporary employees
2. Contractual employees
3. Permanent Part-time employees
4. New probationary employees
5. Permanent employees

b. The City Manager and the Fire Chief shall determine in which bargaining unit classifications the layoffs shall occur based on the needs of the City.

35.3 Demotion to Vacancies

a. Whenever a layoff is instituted pursuant to Section 35.1, and at the time of the layoff, there are vacant positions within the bargaining unit, the employee(s) affected by the layoff may demote to a vacant position for which the employee is qualified. If two employees seek to demote to the same position, the more senior employee shall assume the position. Seniority shall be defined as the employee with the longest uninterrupted period of service with the City of Clovis Fire Department.

35.4 Bumping/Seniority Rights

a. Where a layoff is instituted in accordance with Section 35.1, and no bargaining unit positions are vacant at the time of the layoff, employees in the classification subject to layoff shall be laid off as follows: Employees with the least uninterrupted period of continuous City service within the classification shall be laid off first. If two or more employees have identical seniority, the least senior shall be based on final ranking upon completion of the City's recruit academy. Seniority shall be defined as the employee with the longest uninterrupted period of service with the City.

b. Employees laid off pursuant to this paragraph shall have the right to bump less senior employees in any unit position for which the laid-off employee is qualified.

35.5 Reemployment List

a. Employees who are laid off as a result of City action 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.

b. 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.

35.6 Reemployment

a. A laid-off employee who is recalled to a position in which she/he had permanency shall not be required to serve a new probationary period. For purposes of reemployment, an employee shall be required to meet the minimum standards required of the employee at the time of layoff. Upon reemployment, a laid-off employee shall be restored sick leave and holiday time off, pro rata, which has not been paid to or on behalf of the employee at the time of layoff.

b. 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 layoff.

35.7 Non-Discrimination

The City agrees that layoffs shall be accomplished without regard to an otherwise-qualified employee's race, color, national origin, religion, sex, age, or physical disability; and, pursuant to all applicable federal and California state laws.

Article 36. STATION AND YARD MAINTENANCE

36.1 Yard maintenance shall be limited to fire stations staffed by engine and truck company crews only. Station house maintenance shall not include installation of infrastructure, painting (except for touch-up painting consisting of less than one interior wall), new building construction, electrical, cement/masonry, or roof repair.

Article 37. CFFA RELEASE TIME BANK

37.1 Effective July 1st of each fiscal year, each employee shall donate six (6) hours from one of the following:

a. Accrued Vacation Time
b. Accrued Compensatory Time
c. Accrued Holiday Time

Should an employee fail to designate a specific source, such donation shall be made from the employee's Holiday Time by default.

37.2 The hours donated to the Time Bank may be utilized by the Clovis Firefighters Association's elected officers for any Association matter. Release Time Bank hours any be used by any other CFFA member for any Association matter with the prior approval of the Fire Chief and CFFA President. The City Finance Department will maintain records of all hours donated annually to the Release Time Bank. Upon request, the City Finance Department will provide the

Association with quarterly information regarding the available balance in the Release Time Bank and hours utilized.

37.3 The Association President shall authorize the use of the Release Time Bank hours for the elected officers of the Association or other CFFA members so authorized by the Association President. Hours utilized under this section shall be in minimum amounts of three (3) hour increments, and hour-for-hour after the three (3) hour minimum. The Association President shall provide the Fire Chief or his/her designee with a minimum of (24) hours' notice prior to requesting the use of Release Time Bank hours The use of Release Time Bank hours that impacts departmental operations/budget shall be subject to the approval of the Fire Chief or his/her designee.

37.4 The Association 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 Release Time Bank, including any legal or other actions taken to protest the application of this provision. It is agreed that Association personnel utilizing Release Time Bank hours shall be representing the Association and not the city of Clovis during the time that Release Time Bank hours are being utilized. It is further understood that the use of the Release Time Bank hours shall not constitute "time worked" for the purpose of computing overtime or any other payroll or employee benefit, including workers' compensation benefits.

Article 38. SOLE AGREEMENT

38.1 To the extent that any other agreement should be in conflict with the policies set forth in this Memorandum of Understanding, these policies shall prevail.

38.2 If during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Memorandum in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become a part of this Memorandum and subject to its terms.

38.3 The waiver of any breach or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

38.4 In the event that any of the policies contained in this Memorandum of Understanding should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this Memorandum of Understanding.

38.51 Written benefits or policies currently in effect which are within the scope of representation and are not expressly covered by this Memorandum of Understanding are not intended to be eliminated, diminished or affected in any way.

Article 39. TERM

39.1 This Memorandum of Understanding shall remain in effect for a period commencing July 1, 2016 and ending on June 30, 2019

39.2 The Association membership has ratified the contents of this MOU, by their affirmative vote on or about June 29, 2016.

39.3 The City Council voted to approve the contents of this MOU on July 5, 2016.

For the CITY:

Rob Woolley, City Manager

Robert Ford, City Negotiator

Jason Ralls, City Negotiator

Lori Shively, City Negotiator

Melissa Paminto, City Negotiator

For the ASSOCIATION:

Rob Wright, CFFA President

Troy Coleman, CFFA Negotiator

Eric Connors, CFFA Negotiator

Mark VanOrnam, CFFA Negotiator

ATTEST: John Holt, City Clerk

9/20/2016
Date

CITY OF CLOVIS

CFFA Monthly Salary Schedule - July 1, 2016

Revised 7/1/16

3% Wage Increase

Code	Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
2125	**Firefighter (Base)**	**100**	**5,761**	**6,049**	**6,351**	**6,669**	**7,002**
2150	Firefighter (2.5%) Ed Incent		5,905	6,200	6,510	6,836	7,177
2175	Firefighter (5.0%) Ed Incent		6,053	6,355	6,673	7,007	7,356
2425	**Firefighter Lateral**	**100**	**5,761**	**6,049**	**6,351**	**6,669**	**7,002**
2450	Firefighter (2.5%) Ed Incent		5,905	6,200	6,510	6,836	7,177
2475	Firefighter (5.0%) Ed Incent		6,053	6,355	6,673	7,007	7,356
2225	**Fire Engineer (Base)**	**200**	**6,384**	**6,703**	**7,038**	**7,390**	**7,760**
2250	Fire Engineer (2.5%) Ed In		6,544	6,871	7,214	7,575	7,954
2275	Fire Engineer (5.0%) Educ Inc		6,708	7,043	7,394	7,764	8,153
2600	**Fire Inspector (Base)**	**250**	**5,844**	**6,136**	**6,443**	**6,765**	**7,103**
2610	Fire Inspector (2.5%) Educ In		5,990	6,289	6,604	6,934	7,281
2620	Fire Inspector (5.0%) Educ Inc		6,140	6,446	6,769	7,107	7,463
2325	**Fire Captain (Base)**	**300**	**7,460**	**7,833**	**8,225**	**8,636**	**9,068**
2350	Fire Captain (2.5%) Educ Inc		7,647	8,029	8,431	8,852	9,295
2375	Fire Captain (5.0%) Ed Inc		7,838	8,230	8,642	9,073	9,527
2800	**Fire Training Officer (Base)**	**350**	**8,020**	**8,421**	**8,842**	**9,284**	**9,748**
2810	Fire Training Officer (2.5%)		8,221	8,632	9,063	9,516	9,992
2820	Fire Training Officer (5.0%)		8,427	8,848	9,290	9,754	10,242