

Memorandum of Understanding Between and For the

CITY OF CLOVIS

and the

CLOVIS POLICE OFFICERS' ASSOCIATION

July 1, 2016 through June 30, 2019

TABLE OF CONTENTS

<i>SECTION</i>	<i>TITLE</i>	<i>PAGE</i>
1.	Introduction.....	1
2.	Employee Rights.....	1
3.	City Rights	1
4.	Nondiscrimination	1
5.	Unit Recognition.....	2
6.	Employee Representative.....	3
7.	Maintenance of Operations	3
8.	Unit Description.....	4
9.	Salary Schedules and Merit Step Increases.....	4
10.	Overtime Compensation	6
11.	CTO Buy-Back	7
12.	Compensation for Court Appearances	8
13.	Employee's Sick Leave.....	9
14.	Health, Life, and Dental Insurance Compensation	11
15.	Health Maintenance and Physical Fitness.....	12
16.	Uniforms	17
17.	Retirement.....	18
18.	Work Week	19
19.	Overtime and Extra-Duty Board.....	21
20.	Universal Notification	23
21.	Rest Periods and Meal Break.....	23
22.	Holidays	23
23.	Military Leave.....	24
24.	Leave of Absence Without Pay.....	24
25.	Bereavement Leave.....	25
26.	Jury Duty	25
27.	Vacation	25
28.	Donation of Leave Time.....	26
29.	Appeals and Grievance Procedures	27

30.	Tuition Reimbursement for Sworn /Non-Sworn Personnel.....	30
31.	Professional Development Program for Sworn Employees.....	31
32.	Association Time Bank.....	32
33.	Sole Agreement.....	33
34.	Tattoos, Body Piercing, Ornamental Dental Art and Body Art	33
35.	Shift Trades and Substitutions	34
36.	Full Understanding, Modification and Waiver	34
37.	Term of Memorandum.....	35
Appendix	Salary Schedule

1. INTRODUCTION

The representatives of the City of Clovis, hereinafter the CITY, and the representatives of the Clovis Police Officers' Association, hereinafter the ASSOCIATION, 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 Police 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.

2. 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 within the scope of representation. 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.

3. CITY RIGHTS

A. The City retains the right, subject to and in accordance with applicable laws, and the provisions of this MOU, (1) to direct employees in the performance of their duties; (2) to hire, promote, transfer, assign, and discipline employees; (3) to dismiss employees because of lack of work or in accordance with personnel rules and regulations; (4) to determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions, and grades of positions or employees assigned to an organizational unit, work project shift, or tour of duty, and the methods and technology of performing its work; and (5) to take whatever action may be appropriate to carry out its mission in situations of emergency.

B. In addition, the City specifically retains the rights, subject to the provisions of this MOU, to take whatever actions and set whatever policies it deems appropriate.

C. This Section will not operate to deny any individual employee rights guaranteed by applicable law, including the Meyers – Miliias - Brown Act (Government Code Sections 3500 et seq) and the Public Safety Officers Procedural Bill of Rights Act (Government Code Sections 3300 et seq).

4. NONDISCRIMINATION

The City and the Association agree not to discriminate against any employees 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 visa versa.

5. UNIT RECOGNITION

A. Acknowledgment: The City agrees to acknowledge the Clovis Police Officers' Association as the only recognized employee organization representing the non-management employees itemized in Section 8.

B. Agency Shop: All bargaining unit employees are required to be full dues paying members of the Association or pay a service fee in lieu of dues or, if qualified to a designated charitable organization. Agency fee obligations shall be collected by mandatory payroll deduction in an amount determined annually by the Association in compliance with applicable law.

At least thirty (30) calendar days prior to any increase in the amount of the fee, and annually thereafter, each employee covered by this Agreement will receive a written notice from the Association indicating the dollar amount of the agency fee and the basis for the calculation of the fee. In the notice provided by the Association employees covered by this agreement will also be advised of that they can review the independent audit in support of the agency fee and will indicate how an employee may appeal all or any part of the agency fee. The same notice will be provided to the Personnel/Risk Management Division.

Those employees whose religious tenets include objections to joining or supporting labor unions shall pay, in lieu of the agency fee, the same amount to a non-religious, non-labor, tax exempt charitable organization as noted below. The employee must provide proof of payment to the City and the Association on a monthly basis. The Association may also require the employee to provide the Association with proof of membership or of continued membership in the religious body, or sect upon which the religious objection is based.

1. Concerns of Police Survivors
2. Clovis Police Foundation
3. Salvation Army

The Association agrees to indemnify and hold the City, its officers, employees and volunteers, harmless against any and all monetary liabilities, costs and expenses, including reasonable attorneys' fees and other costs of litigation arising from the City's compliance or attempted compliance with this agency fee agreement.

C. The City will provide Association members with release time and access to City facilities consistent with the Meyers-Milias-Brown Act and other applicable law.

6. EMPLOYEE REPRESENTATIVE

A. The City recognizes that the Association may appoint an individual to handle grievances pertaining to this MOU.

B. The employee representative's duties shall be as follows: (1) to investigate and discuss a grievance with an employee of the Unit; and (2) if, after such a discussion, there is a valid reason for the grievance to be filed, the employee representative may assist the employee in presenting the grievance at the appropriate step of the procedure.

C. The employee representative shall conduct the above-described duties, whenever possible, during "non-working" hours. The employee representative shall only be allowed to conduct said duties during working hours if (1) it doesn't interfere with another employee's performance, (2) it is impractical to conduct during non-working hours, and (3) he receives no compensation by the City for such time spent. Consistent with the foregoing the City and Association shall attempt to schedule grievance meetings at mutually agreed times.

7. MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented hereby agrees that during the course of this MOU, and for a period of time not to exceed ninety (90) days following the termination of this MOU, the Association or any person acting in its behalf, or each employee in a classification represented by the Association shall not cause, authorize, engage in, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours and other terms and conditions of employment.

B. An employee shall not be entitled to any wages or City paid benefits whatsoever provided that the City Council determines to its satisfaction that the employee is, or has, engaged in any activity prohibited by subsection A of this Section. The City may take other action which it deems appropriate.

C. Provided that the City Council determines to its satisfaction, that subsection A of this Section has been violated by the Association, the City may take such remedial action as it deems appropriate.

D. The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every effort toward inducing all employees in this Unit fully and faithfully to perform their duties.

8. UNIT DESCRIPTION

This Unit shall consist of all regular or probationary employees of the City of Clovis' Police Department which are specifically enumerated below:

A. Sworn Unit Members

Police Sergeant
Police Corporal
Police Officer
Police Recruit

B. New classifications approved by the City Council and determined to be appropriately placed within this Unit shall become part of this Unit and covered by the terms of this MOU upon such determination. The City will notify the Association of any such determination.

9. SALARY SCHEDULES AND MERIT STEP INCREASES

A. 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 CPOA ratification and City Council approval of this MOU.

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

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

D. Equity Adjustments.

1) Fiscal Year 2016-2017.- The Police Officer Classification shall receive an additional 1.0% equity adjustment. The equity adjustment shall become effective on the first day of the first payroll period following CPOA ratification and City Council approval of this MOU.

2) Fiscal Year 2017-2018. - Effective July 1, 2017, the Police Officer Classification shall receive an additional 1.0% equity adjustment.

3) Fiscal Year 2018-2019. - Effective July 1, 2018, the Police Officer Classification shall receive an additional 1.0% equity adjustment.

Effective wages are shown on attached Appendix A.

E. Merit Step Increase. The City agrees to maintain its current five (5) step merit increase salary plan during the term of this MOU.

F. Motor Officers' Premium Pay. Sworn members who are assigned to and work Motorcycle Traffic Enforcement shall receive Three Hundred Fifty Dollars (\$350.00) per month in addition to his/her base salary for each month (or portion thereof) that the Police Officer is so assigned.

G. Field Training Officers (FTO) and Trainers.

1) The Field Training Officer (FTO) assignment is a year-round assignment. The FTO assignment will generally be for two-year periods. Police Officers assigned to the position of Field Training Officer (FTO) shall receive a 6% salary premium for the duration of the assignment. The 6% salary premium shall discontinue when the employee is no longer assigned to be an FTO.

The FTO assignment is at the discretion of the Chief of Police. The Chief of Police or authorized designee of the Chief has the ability to discontinue the assignment of an FTO for cause. Any appeal will go directly to the Chief of Police who will make the final decision regarding any appeal. The Chief of Police or authorized designee shall determine how many and which Police Officers will be selected to be a FTO. The Police Chief or authorized designee shall also determine the scheduling of FTO shifts.

Those selected will be required to sign up on designated FTO shifts. Initially all FTO's will sign up based on Officer Seniority. Once the FTO program is established, FTO's will sign up based on seniority within the unit.

The FTO premium does not apply to Police Sergeants and Police Corporals.

2) Officers who are called upon to serve as Field Training Officers (FTO's) for a complete shift will receive a 7.5% premium for each full shift they serve as an FTO. This premium will not be applied to Police Corporals.

H. Acting Shift Supervisor. Police Corporals are required to exercise direction and control over subordinates, and those job functions are within a Corporal's normal job duties. However, Corporals shall receive premium pay of 5% for each full shift they work as a Shift Supervisor. The 5% premium pay will not apply to partial shifts worked as a Shift Supervisor.

I. Bilingual Premium Pay. CPOA members who possess non-English language skills that have been identified by the City as beneficial to the Police Department's mission shall receive One Hundred Fifty Dollars (\$150.00) per month in addition to base salary. The City shall determine which non-English languages qualify for the premium pay and the standards of proficiency that an employee must possess in order to receive the premium pay.

J. Explosive Ordinance Device (EOD) Team Pay. Sworn members who are selected for the EOD team shall serve in that capacity as probationary EOD team members until they complete the necessary training to obtain an EOD training certificate. Sworn officers shall not receive extra compensation during their probationary status on the EOD team. Upon the City's receipt of a copy of an EOD certificate or other document indicating that the probationary EOD team member has successfully completed Hazardous Devices

School (Federal Bureau of Investigations/Department of Homeland Security), the City shall pay the EOD team member an additional Three Hundred Fifty Dollars (\$350.00) per month in addition to his/her base salary (or pro rata amount if the officer serves less than one month) for each month the Officer is assigned to the EOD team. This additional Three Hundred Fifty Dollars (\$350.00) per month is paid in lieu of the City paying for additional term life insurance in the amount of \$225,000.00.

K. On-Call Compensation. Employees in the Investigations Unit that are assigned by the Chief or the Chief's designee to be on-call shall receive compensation for the period of time that they are on-call. During the on-call period the employee must be available by telephone and able to report to work within sixty minutes of notification. Employees assigned to be on-call will receive 10 hours of straight time for each week they are assigned to be on-call. The 10 hours of on-call time shall not have any cash value but may be taken as time off with supervisor approval. When an employee is on-call for less than a week they shall be compensated on a pro-rata basis. On-call time shall be credited as earned.

L. Special Assignments. All sworn officers who are selected to work in the following special assignments shall receive an additional Two Hundred Fifty Dollars (\$250.00) per month in addition to their base salary (or pro rata amount of \$250.00 if the officer serves less than one month) for each month the officer is assigned to these positions: Investigations, Narcotics, Gangs, or Planning and Neighborhood Services.

10. OVERTIME COMPENSATION

A. Employees subject to this MOU will be compensated with overtime for hours actually worked in excess of their normal shift. All overtime worked must be reported by the employee to a supervisor within twenty-four (24) hours of the overtime worked.

B. Employees, at their option, may choose either compensatory time off or monetary pay for extraboard duty, after shift enforcement, extending shifts, shift cleanup, court, call backs, presenting training and call outs. The method of compensation may be CTO or Pay, at the sole discretion of the Chief for special events, attending training, special enforcement, or other overtime not outlined above.

C. The rate of compensation shall be at one and one-half times the rate of regular pay for all overtime activities.

D. Any employee called back to work while off duty shall be compensated a minimum of four (4) hours at the overtime rate. Call-back which occurs in conjunction with and in continuum of the regularly scheduled shift hours shall be compensated according to Section 10-A.

E. Upon providing a minimum of 14 days notice, unless mutually agreed otherwise, the city may require an employee to adjust or "flex" their normally scheduled work hours within a work week to accommodate preplanned activities such as training, meetings, special enforcement details and special events which would otherwise generate overtime.

F. If time is being flexed to accommodate attending training as a student, meetings or other non enforcement related activities the time flexed shall be calculated at straight time. If time is being flexed to accommodate an enforcement related detail or planned special event the time flexed shall be calculated at time and a half.

G. All sworn officers who are assigned to a position of Canine Handler on a regular, full-time basis shall be compensated for canine maintenance at one and one-half times the applicable rate which is the overtime rate of pay for a police officer recruit step 1 (one) for 30 minutes per day, seven days a week, whenever the police service dog is kenneled at the handler's residence. Canine maintenance will include feeding, watering, cleaning of kennels, cleaning canine patrol vehicles, grooming and/or bathing the canine, light exercise, training and other related miscellaneous duties.

Canine Handlers will also be compensated for hours actually worked when the handler is required to spend more than 30 minutes on an emergency or other non-routine canine maintenance duty (i.e., emergency veterinary visits). The officer will be paid at their regular rate of pay for non-routine canine maintenance.

Canine Handlers will not be compensated for canine maintenance when the police service dog is kenneled at a location other than the canine handler's residence.

11. CTO BUY-BACK

A. Effective upon adoption of this agreement, notwithstanding anything in this agreement to the contrary, no employee shall be allowed to accumulate over 240 hours of CTO. Any CTO earned above the maximum will be paid to the employee.

B. The time at which the employee shall be granted CTO shall be at the sole discretion of the Chief of Police. The predominant factor to be considered is the City's needs.

C. Employees shall have the following options concerning cash-out of CTO hours:

Fiscal Year 2016-2017:

1) Once each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 120 hours of his or her CTO, providing that the employee has at least 120 hours of CTO accumulated at the time of request; or,

2) Twice each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 60 hours of his or her CTO, providing that the employee has at least 60 hours of CTO accumulated at the time of request; or,

3) Four (4) times each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 30 hours of his or

her CTO, providing that the employee has at least 30 hours of CTO accumulated at the time of request.

Fiscal Year 2017-2018:

4) Once each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 160 hours of his or her CTO, providing that the employee has at least 160 hours of CTO accumulated at the time of request; or,

5) Twice each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 80 hours of his or her CTO, providing that the employee has at least 80 hours of CTO accumulated at the time of request; or,

6) Four (4) times each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 40 hours of his or her CTO, providing that the employee has at least 40 hours of CTO accumulated at the time of request.

Fiscal Year 2018-2019:

7) Once each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 200 hours of his or her CTO, providing that the employee has at least 200 hours of CTO accumulated at the time of request; or,

8) Twice each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 100 hours of his or her CTO, providing that the employee has at least 100 hours of CTO accumulated at the time of request; or,

9) Four (4) times each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 50 hours of his or her CTO, providing that the employee has at least 50 hours of CTO accumulated at the time of request.

12. COMPENSATION FOR COURT APPEARANCES

A. For the purpose of this MOU, the term courts shall include a legally required appearance at an activity of any judicial proceeding arising from the course and scope of employment with the City of Clovis.

B. Required appearances at courts occurring on an employees' regular day off shall be compensated at a minimum of four (4) hours at the overtime rate. Employees required to stand by, for court on either, a regular day off, or on a regular work day when assigned to work a "graveyard" shift, in case they may be required to appear in Court, shall be compensated with one hour of straight time in total for any a.m. hours and one hour of straight time in total for any p.m. hours unless the employee is required to appear in Court. For the purposes of this section, the following definitions apply: day off is defined as a regularly scheduled day off or a previously approved absence. A work day is defined as the day that an employee begins his/her shift whether or not the workday extends beyond midnight. A graveyard shift is defined as a work schedule which typically begins before midnight and ends approximately between 0500 and 0800 the following morning.

C. Required appearances at courts which occur on an employees' scheduled work day shall be compensated as follows: if the appearance is required more than four (4) hours in advance of the employees' shift the employee shall be compensated a minimum of four (4) hours at the time and one-half rate. Court overtime earned under this Section is not contingent on the employee's regular schedule in a 28 day period.

D. Required appearances at courts which occur on an employees' scheduled work day and the appearance is less than four (4) hours in advance of the employees' shift shall be compensated based upon the forty (40) hour work week.

E. Required appearances for telephone subpoenas shall be compensated at a minimum of one (1) hour at the overtime rate, if the appearance is required more than one (1) hour in advance of the employees shift or scheduled on an employee's day off. Employees shall not be eligible for compensation for more than one telephone appearance in one day.

F. Overtime minimums shall not be paid more than once in the case of multiple court appearances on the same day with overlapping times.

G. If an employee is required to use their personal vehicle for out of town court appearances, the employee shall be compensated at the prevailing mileage rate as established by the City. Mileage shall be computed starting and ending from the Police Department.

H. The City shall not compensate with overtime or reimburse mileage or expenses for court appearances occurring as the result of an employees' employment with another employer.

13. EMPLOYEES' SICK LEAVE

A. Each employee will receive eight (8) hour's sick or accident allowance for each full month of employment, up to a total of ninety-six (96) hour's allowance per calendar year. Such allowance is cumulative from year to year without limit.

B. Benefits shall be payable commencing the first day of absence due to the employee's sickness or accident.

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

D. Sick leave benefits are payable only for an employee's regularly scheduled work days on which he or she is off as a result of the employee's illness or accident, or illness or accident occurring to an immediate family member as defined in Section 28(9) of the MOU. Additionally, 48 hours of sick time may be used for the care of a grandchild.

E. The employee may be required, at the discretion of the City Manager or the City Manager's authorized representative, to furnish a doctor's certificate or other satisfactory

proof of illness or accident after two (2) days of absence. If the employee is suspected of abusing the sick leave privileges, said requirement may be imposed after any length of absence. The City Manager or the City Manager's authorized representative may terminate or withhold said benefits if the employee fails to furnish satisfactory and non-falsified proof of illness or accident.

F. Sick Leave Incentive. A sick leave incentive plan is established as follows:

1. To be eligible for sick leave incentive pay, an employee must have three hundred twenty (320) hours accumulated sick leave at the time payment is made.

2. Employees may elect to receive a sick leave incentive payment in cash or have an equal number of hours added to their annual vacation accrual. 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. Sick leave incentive payments/conversion shall be made once per year during the month of December. For the purposes of computing sick leave incentive pay hereunder, sick leave shall be computed from December 1 of the preceding year through November 30 of the year in which incentive is to be paid. Employees must notify the Finance Department by November 15 if they wish to receive the sick leave incentive benefit as vacation accrual, deferred compensation, or sick leave accrual. If no such notice is received, employees shall automatically receive the sick leave incentive in cash.

The hours available under the sick leave incentive program shall be based on the following schedule:

The amount of sick leave available for cash out is reduced by one hour for every full hour of sick leave used during the year. An employee is eligible to cash out a maximum of 48 hours as a result of no sick leave usage during the year and a minimum of 8 hours for forty hours of sick leave used during the year.

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

G. 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 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 P.E.R.S. disability retirements or regular service retirement pending PERS 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.

H. 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."

14. 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, and pharmacy, vision, and life insurance coverages) inclusively.

B. 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.

C. 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.

D. 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 employees, 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.

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

F. 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.

15. HEALTH MAINTENANCE AND PHYSICAL FITNESS

A. Introduction

Improved physical fitness should increase employees' health and longevity, boost energy levels, reduce the use of sick leave and medical services, and generally benefit all parties concerned. Accordingly, 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. The City and the Association agree that it is the intent of the Health

Maintenance and Physical Fitness Program to promote employee health and wellness and that every sworn employee covered by this MOU should maintain at least the minimum physical standards described herein.

B. Employee Wellness Program

1. The City and the Association will jointly and periodically sponsor "health fairs" to provide employees with information on healthy life styles, and to offer voluntary tests for health issues such as glaucoma, vision, hearing, body fat, blood pressure, cholesterol breakdown, colon bleeding, heart rate recovery, flexibility, etc.

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

3. The City will designate a "Wellness Coordinator" whose responsibilities will include monitoring employee health, offering health-related assistance whenever requested, and developing ongoing programs which make information on health care readily accessible.

4. Possible elements to be included in a health maintenance program, on a purely voluntary basis, may include noontime walking classes, aerobic classes, healthy eating seminars, weight control groups, morning stretch classes, smoking cessation classes, stress management seminars, and stress and relaxation classes.

C. Health Maintenance and Physical Fitness

1. Subjects for Testing

The physical fitness testing will cover four areas:

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

2. Test Procedure and Scoring

a. The parties agree that beginning in contract years 2014-2016, the test used shall be the Fitness Testing and Health Promotion Program, as presented by Pinnacle Training Systems and follow the Cooper Standard as developed by the Cooper Institute.

b. If this testing format should ever be unavailable or be determined inappropriate, the testing shall follow guidelines as established in the paragraph above, or shall be modified as determined necessary the mutual consent of the City and CPOA.

3. No Smoking Policy

a. Introduction

The City recognizes the need of many of its employees to work in an environment free of tobacco smoke. The City also respects the rights of employees who choose to smoke to make personal decisions without interference with the rights of other workers.

b. Ban on Workplace Smoking

Employees who want to smoke during off-duty hours, in non-work locations, may choose to do so. The City thinks it is important for the health and fitness of all employees, however, to maintain a smoke-free environment. The City maintains a hiring policy which disqualifies smokers from eligibility for employment. Current employees who were hired prior to July 1, 1989, may smoke during their off-duty

hours, at non-work locations. At any City facility or work area including lounges, City vehicles and rest areas in City facilities, smoking is banned. Failure to observe this policy may lead to disciplinary action, up to and including dismissal.

4. Sanctions

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 July 1, 1990, will be required to maintain a minimal level of health proficiencies throughout their employment.

Employees Hired After July 1, 1990

Step One - An officer or employee, hired after July 1, 1990, who fails to satisfy minimum health and fitness requirements (pursuant to the physical testing standards established by Clovis' Joint Committee) is in violation of his or her contract. Consequently, that employee will be retested within 45 days.

Step Two - Employees who fail to pass the retest shall not be eligible for promotion, transfer, special assignment, or pay increases.

Step Three - Employees who fail to meet minimum health and fitness standards at the next scheduled physical fitness test shall be subject to the sanctions described in Step Two and shall lose their seniority for the purposes of shift selection and vacation selection.

Step Four - Employees who fail to meet minimum health and fitness standards at subsequent physical fitness test(s) shall be subject to the sanctions described in Step Two and Step Three, and shall have their salary reduced by one pay step. Continued failure to meet the standards at subsequent physical fitness tests shall result in further step reductions in addition to the sanctions described in Step Two and Step Three.

Upon meeting the minimum health and fitness standards, a sanctioned employee shall have all sanctions removed. In addition, a sanctioned employee who has had his/her salary step reduced as a consequence of failing to meet the physical fitness standards, and who subsequently meet the standards by passing the fitness test, shall have their salary restored to the salary step prior to the reduction.

Any decision concerning sanctions is subject to review by the Police Chief and the City's Personnel Division.

An employee shall be considered to have maintained the minimum level of health proficiency (to have "passed") by completing the minimum performance standard for age and gender in the cardiorespiratory performance portion of the test.

5. Employees Hired Prior to July 1, 1990

- a. Any officer or employee who fails to meet minimum health and fitness standards will be retested within 45 days. Individuals who, after retesting, still have not met minimum health and fitness requirements may be recommended for sanctions as defined in this Section.
- b. The only sanctions which may be applied to Clovis Officers or employees hired prior to July 1, 1990, who fail to meet minimum health and physical fitness standards are non-eligibility for promotion, transfer, assignment to Investigations, Youth Services, Planning and Neighborhood Services, Motors, Canine Assignments, and merit wage increases (Officers will be eligible for any "across-the-board" increases granted to all unit members).
- c. Any decision concerning sanctions is subject to review by the Police Chief and the City's Personnel Division.

6. Exemplary Physical Fitness

- a. The purpose of this section is to encourage employees to achieve exemplary physical fitness or to improve their performance on the physical fitness testing from previous years. In order to accomplish this, employees will receive compensation for achieving increasing levels of exemplary performance on the areas of the test.
- b. An employee will not receive compensation only for achieving passing Performance in the cardiorespiratory portion of the test. This is considered the minimum standard and must be achieved before any other compensation for exemplary fitness will be received.

Exemplary performance will be established as follows:

- a. The employee must have passed the cardiorespiratory portion of the test on the first attempt.
- b. The employee must have completed all evaluated/scored portions of the test (currently eight) with exceptions as noted below.
 - 1. An employee may choose not to participate in one testing category (other than cardio respiratory) based upon an existing injury and still be eligible for exemplary physical fitness.
- c. For each category of the test evaluated in a very poor, poor, fair, good, excellent, and superior format a numerical score shall be established as follows:
 - 1. Very poor – 0 pts.
 - 2. Poor – 1 pt.

3. Fair – 2 pts.
 4. Good – 3 pts.
 5. Excellent – 4 pts.
 6. Superior – 5 pts.
- d. A raw total shall be established by adding the total of all the tests and an average then created by dividing by number of tests, truncated to the nearest tenth.
- e. Modifications to Raw Total. Prior to determining the average score, an employee's raw total fitness score may be modified as follows:
1. Employees whose body fat percentage is in the "good" or "excellent" category may increase their raw total by one (1).
 2. Employees who participate in the blood screening component of the test may increase their raw total by one (1).
- f. Fitness workshops. Employees who participate in a fitness workshop may increase their raw total by one (1) for each workshop attended to a maximum score adjustment of two (2).
1. The city will provide a minimum of two (2) health/fitness workshops during the course of each fiscal year.
 2. The content and format of each workshop shall be at the discretion of the city, but each shall be no longer than eight hours and must occur entirely within one calendar day.
 3. Each individual workshop will be offered twice, once during the week and once on weekends to accommodate shift schedules.
 4. Participation in a workshop is voluntary and overtime compensation will not be given.
 5. If the city is unable to provide the required workshops, then all officers will receive the appropriate score modification as if they had attended the cancelled workshops.
- g. Exemplary performance will be ranked as follows based upon the average score from the fitness tests:
1. Tier 1: 1.6 to 2.5
 2. Tier 2: 2.6 to 3.5
 3. Tier 3: 3.6 to 4.5
 4. Tier 4: 4.6+
- h. Exemplary Fitness Compensation. Officers will receive compensation for exemplary fitness based upon their tier ranking as follows:
1. Tier 1: No incentive provided.
 2. Tier 2: 10 hours "Fit time" or \$200
 3. Tier 3: 10 hours "Fit time" and \$500

4. Tier 4: 10 hours "Fit time" and \$1000

- i. Fit Time hours must be taken consecutively. Fit Time hours must be *used within twelve months of receipt or the hours will be deleted*. Request for use of Fit Time hours may be made up to 24 hours in advance and are subject to review and approval by the employee's supervisor.
- j. The maximum combined Exemplary Fitness Compensation incentive available to CPOA members may not exceed the greater of \$65,000, or the amount budgeted by the City for such compensation. The above listed amount of \$65,000 is based on the police department staffing level of 100 officers. For each actively staffed sworn position beyond 100, the maximum combined incentive shall increase by 1%. If, in any fiscal year, employee performance results in compensation exceeding this amount, all fitness incentive amounts shall be reduced by an equal percentage until the combined compensation is below the greater of \$65,000, or the amount budgeted by the City for fitness incentive compensation.
- k. Any changes to the testing format and / or guidelines for exemplary physical fitness compensation shall require the mutual agreement of the City and CPOA.
- l. If the Fitness Testing and Health Promotion Program should ever become suspended, employees who have tested and received at least the Tier 2 fitness incentive compensation in the most recent test shall receive the Tier 2 fitness incentive compensation until such time that a new fitness test is implemented and new test results are achieved.

16. UNIFORMS

A. Effective July 1, 2016, the City shall provide each sworn employee in this Unit with an annual uniform allowance of One Thousand Two Hundred Dollars (\$1,200.00). Such uniform allowance shall be paid bi-annually. Each sworn employee shall purchase and maintain a Class A uniform. The Class A uniform consists of a standard Class B uniform with long sleeve shirt, tie with gold colored tie bar, gold colored name plate, polished shoes/boots and hat. Changes to the Class A uniform will be determined by the Department Uniform Committee comprised of three CPOA representatives and a member of the Department Management team designated by the Chief of Police. The City shall also continue its past practice regarding providing extra safety equipment for assignments to motorcycles. Specifically, for such officer, the City shall repair or replace, as needed, helmets, boots, leather jackets, gloves, and safety glasses.

B. If the City or the Department elects to make any change in uniforms, said change will be implemented at the beginning of a fiscal year, at which time employees will be paid their entire uniform allowance for that contract year in a lump sum.

17. RETIREMENT

A. For the purpose of this MOU, references to "PEPRA" shall mean the regulations resulting from the Public Employees' Pension and Retirement Act as enacted in 2013.

B. Sworn Personnel Classified as PERS "Classic Employees" Pursuant to PEPRA

1. PERS contributions shall be comprised of three parts: employee contributions, employee cost-sharing contributions and City contributions. Employees shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for the benefit known as "3% at 50." In addition to payment of employee contributions, each employee shall also pay an additional 8% into PERS as an employee cost-sharing contribution. The City shall pay to PERS, as its employer contribution, the difference between the Total PERS rate and the sum of the employee contribution rate and the additional 8.0% total employee cost-sharing contribution, in order to continue to fund the benefit known as "3% at 50."

2. During the term of this agreement the City shall continue to make the employer contribution for each eligible employee for the PERS Classic safety retirement benefit known as "3% at 50". Employees shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for this benefit.

3. The City shall continue the "Single Highest Year" benefit and the "Credit For Unused Sick Leave" Benefit (Government Code Section 20965) during the term of this contract. The employee shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for this benefit.

4. The City shall continue to pay the cost of Option 21548, the Pre-retirement Optional Settlement 2 Death Benefit.

C. Sworn Personnel Classified as PERS "New Employees" Pursuant to PEPRA

1. PERS contributions shall be comprised of three parts: employee contributions, employee cost-sharing contributions and City contributions. Employees shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for the benefit known as "2.7% at 57." In addition to payment of employee contributions each employee shall also pay an additional 8% into PERS as an employee cost-sharing contribution. The City shall pay to PERS, as its employer contribution, the difference between the Total PERS rate and the sum of the employee contribution rate and the

additional 8.0% employee cost sharing contribution, in order to continue to fund the benefit known as "2.7% at 57."

2. During the term of this agreement the City shall continue to make the employer contribution for each eligible employee for the PERS New Member safety retirement benefit known as "2.7% at 57". Employees shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for this benefit.
3. The City shall continue the "PERS Three Year Highest Compensation" benefit and the "Credit For Unused Sick Leave" Benefit during the term of this contract. The employee shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for this benefit.
4. The City shall continue to pay the cost of Option 21548, the Pre-retirement Optional Settlement 2 Death Benefit.
- D. The City shall maintain the PERS Level 4 Survivors Benefit for all unit members during the term of this agreement.
- E. The City has adopted a resolution intended to 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.
- F. Subject to review by the Public Employees Retirement System (PERS) the following elements of special compensation are reported to PERS for calculation of final compensation for retirement purposes for PERS Classic Employees Holiday Pay, Uniform Pay, Motor Pay, Bilingual Pay, Field Training Officer Pay, Acting Shift Supervisor Pay, Explosive Ordinance Device Team Pay, Sherman Block Supervisory Leadership Institute Certification, Master Instructor Development Program Certification and Education Incentive Pay. Items excluded by PEPRRA for employees classified as New Employees will not be reported.

18. WORK WEEK

- A. Sworn Employees: Pursuant to section 7(k) of the FLSA, the City has adopted the 28 day work period for its sworn police employees effective July 1, 2016. The work period shall begin at 0700 hours on Sunday and end at 0700 hours the following Sunday.
- B. No employee will be regularly scheduled to have any split days off during the work period.

C. Police Corporals and Police Sergeants

1. Seniority in class at the Clovis Police Department may be used as a criterion for permitting those persons in the classification of Police Corporal to have an opportunity to select to which Patrol Shift they wish to be assigned.
2. Police Corporals assigned to, or who select one shift for three (3) cycles must move to another shift for at least one shift cycle. This includes officers who were assigned to or selected their shift by default. When a corporal is moved off a shift that would have been selected by default, that corporal shall be moved up in seniority as high as necessary to accomplish the move and only for the purpose of that particular shift sign-up. A default selection is defined as one in which a corporals' seniority limits selection to one shift.
3. Police Sergeants will be permitted to select their shifts by seniority in class. Once said shifts are selected, there is no time limit upon how long a Sergeant may remain on his or her selected shift.
4. Notwithstanding the above, the Police Chief or his authorized representative may assign any Police Corporals or Police Sergeants to any Watch, at any time, when there exists a need or cause to make such assignment. In these cases the person being reassigned shall be given the reasons for reassignment and at least 48 hours' notice of said reassignment except that shorter notice may be given in cases of emergent need.

D. Police Officers

1. Seniority in class at the Clovis Police Department may be used as a criterion for permitting those persons in the classification of Police Officer to have an opportunity to select to which Patrol Shift they wish to be assigned.
2. This policy applies to Police Officers assigned regular Patrol Watch assignments. It does not include: Police Officers assigned to special duties and/or assignments (such as Traffic, Walking Beat, any other special assignment), or Police Officers on probation and/or not possessing a POST Basic Certificate.
3. An attempt will be made to assign Police Officers to their preferred Watch, with the following restrictions:
 - i) Shift rotation shall continue to occur on Sunday in July and January in the first new 28 day period.
 - ii) Police Officers assigned to, or who select one shift for three (3) cycles must move to another shift for at least one shift cycle. This includes officers who were assigned to or selected their shift by default. When an officer is moved off a shift that would have been selected by default, that officer shall be moved up in seniority as high as necessary to accomplish the move and only for the purpose of that particular shift sign-up. A default selection is defined as one in which an officers' seniority limits selection to one shift.

iii) The department will post patrol shift sign-up no later than ten (10) weeks prior to shift rotation. Officers will have a two (2) week period immediately following to select their shifts. The final shift schedule will be posted no later than six (6) weeks prior to shift rotation.

4. Shift Coverage For Scheduled Community Events - - Shift schedules designed to provide staffing for annual, recurring community events as determined by the Police Chief will be completed and posted by the department at least fourteen (14) days in advance of the event. These events shall include: Clovis Rodeo Week, Big Hat Day, the Clovis Christmas Parade and the week that the Clovis Unified School District's school year begins and July 4th. Exceptions may occur when events take place or information is received that necessitates changes in staffing levels within the 14 day period.

All employees available for event staffing will receive advanced notice of the sign-up posting for any event requiring overtime staffing.

Notwithstanding the above, the Police Chief or his authorized representative may assign any Police Officer to any Watch, at any time, when there exists a need or cause to make such assignment. In these cases, the Police Officer being reassigned shall be given the reasons for reassignment and at least 48 hours' notice of said reassignment except that shorter notice may be given in cases of emergent need.

19. OVERTIME AND EXTRA-DUTY BOARD

A. The City of Clovis agrees that it will compensate the employees of the above-described Unit for overtime, by pay at one and one-half (1-1/2) times the regular rate of pay. An employee shall be compensated at said overtime rate whenever an employee is required to work in excess of their normal shift in the 28 day work period.

B. The assignment of overtime will be in the City's sole discretion. However, the City shall endeavor to select among those employees who are qualified, those individuals who wish to work overtime, and when reasonably possible, to schedule such overtime work in advance. Whenever scheduling overtime work for Patrol duty, the City agrees to utilize the Extra-Duty Board procedure enumerated below whenever reasonably possible.

C. Extra-Duty Board for Uniformed Patrol Division

1. All employees in the classification of Police Officer or Police Corporal will be allowed to sign up for Extra-Duty Board.

2. A Police Officer or Police Corporal will not be allowed to work back-to-back shifts except in emergencies. (Extra-Duty Board will not restrict a Watch Commander from keeping a Police Officer on duty, i.e., extending shift, for a few hours if the City's needs required such duty.)

3. Vacation days and days off are all times when a Police Officer or Police Corporal could sign up for Extra-Duty Board. (A Police Officer may not sign up to work during mandatory time off.)

4. Officers eligible to work Extra-Duty Board must have a pager with service through the vendor selected by the Department.
5. Officers eligible to work Extra-Duty Board shall notify the Watch Commander that they wish to be called for Extra-Duty Board.
6. When an Extra-Duty Board is needed, the Watch Commander will utilize the system that is in place and notify all eligible officers that an Extra-Duty Board is needed on a specific date and time. The first officer to respond to the call will be assigned the Extra-Duty Board. The supervisor utilizing the Extra-Duty Board will place the officer's name on a list indicating that the officer has received an Extra-Duty Board assignment for that month. Officers who have received an Extra-Duty Board assignment in a given month will not be eligible for another Extra-Duty Board assignment during that same month. However, officers who have been assigned an Extra-Duty Board will be eligible for additional Extra-Duty Board assignments if no other officers respond to subsequent call(s) for Extra-Duty Board assignments.
7. The time in which to respond to a call for an Extra-Duty Board will be 15 minutes from the time the call is sent.
8. After an Extra-Duty Board is filled, the Watch Commander will notify all eligible officers that the Extra-Duty Board has been filled and by whom.
9. Sergeants, Corporals, and Officers who receive a City pager should respond to all pages issued by City personnel within a reasonable period of time, except those related to Extra-Duty Board assignments. The only exception to this rule will be for general pages to all staff announcing extra boards as described in Section 19.C-6.
10. The Watch Commander Sergeant or Corporal can authorize Extra-Duty Board. Watch Commanders can utilize Extra-Duty Board in case of shift personnel illness and vacations. The Patrol Divisional Commander can authorize Extra-Duty Board assignments above, the minimum requirements as per Departmental/City needs.
11. For Extra-Duty Board, Police Officers and Police Corporals will be given a choice of pay at time and one-half or compensatory time at time and one-half. If a Police Officer or Police Corporal signs up to work on a holiday that falls on his day off, he will be paid time and one-half as any other day.
12. Police Officers and Police Corporals will be responsible for filling out a pay chit, which must be approved by the Watch Commander.
13. The Extra-Duty Board will be utilized when a Watch Commander determines that he/she has less than adequate personnel on any given shift. The Division Commander or his/her designee shall have final authority in determining minimum staffing requirements. In administering this provision, the City shall consider officer safety.
14. The Chief of Police/Patrol Division Commander retains the right to order any Officer to work, per Departmental/City needs, regardless of whether or not an Officer is signed up on the Extra-Duty Board.

20. UNIVERSAL NOTIFICATION

A. It is in the City's best interest to develop a means to contact all CPOA members in the case of events or circumstances occurring of such critical importance to the Department or to the security and safety of the community that it requires universal notification of sworn/non sworn personnel. At the Police Chief's discretion, CPOA members will be provided with a means of communication by which the Department can contact employees in case of such a need.

B. CPOA members shall use reasonable diligence in establishing and maintaining contact with the Department and shall respond as requested within a reasonable amount of time to the Department's issuance of a universal notification.

C. In the event of a universal notification, CPOA members shall respond through the Police Chief's Office or to his/her designated representative.

21. REST PERIODS AND MEAL BREAK

A. Employees working "5/8" or "4/10" or "9/8" shifts will receive one (1) twenty (20) minute rest period and a forty (40) minute meal break without loss of pay. The timing of these rest periods and meal breaks shall be reasonably scheduled by the City in accordance with the requirements of the Department.

B. Employees working a "3/12" work shift will receive one (1) 40 minute meal break and (2) twenty minute rest periods without loss of pay per work shift.

22. HOLIDAYS

A. Employees shall receive 108 hours of paid leave in lieu of holidays annually for twelve months of service. Holiday time shall be credited in advance to all personnel on each subsequent July 1 during the term of this contract, and shall not be credited on a monthly basis.

B. Not later than June 15th of each year, for the following fiscal year, employees provided with holiday time will provide the department written notice of their choice to cash-out up to 108 hours of current annual holiday time at their straight time rate, and the number of hours they plan to use as time off. Hours chosen to be cashed-out will be cashed-out on November 30, or June 30, or a combination of the two dates. Once this choice has been made, it may not be changed by the employee, except in the case of unforeseen personal circumstances which must be approved by the Chief of Police. Hours designated to be used, but not actually used by the end of a fiscal year, may be carried over into the next fiscal year. However, in the next fiscal year the employee must designate for cash-out at least the same number of hours carried over. At no time would an employee accrue more than 108 holiday leave hours and 108 holiday cash-out hours. In recognition, and consistent with the PERS requirement to report compensation as earned, holiday time that is cashed out must be declared at the beginning of the fiscal year so that it can be reported to PERS at the rate of 4.5 hours per pay period over the course of the fiscal year if 108 hours are cashed out.

1. Unused Holiday Time without cash value that has been carried over from previous fiscal years may still be taken as time off only, provided it does not conflict with operational needs and/or create an overtime expense as determined by the Police Chief or designee.

C. If an employee terminates employment with the City prior to June 30, any pro-rate holiday time cashed-out or used in excess of 9 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 9 hours per month on a pro-rata basis will be cashed-out to the employee.

D. Every day appointed in writing by the President or the Governor for a public fast, thanksgiving or holiday on which both federal and state employees receive a paid holiday, provided that if it is not absolutely clear that the President or the Governor has appointed a national or statewide day for fast, thanksgiving or holiday, the City Council (pursuant to subdivision (n) of California Government Code Section 6700) shall make a final, binding and non-appealable decision as to whether City employees shall be granted a holiday.

E. If during the term of this agreement the City Council determines to add any additional City-wide paid holidays, the same shall be offered to this Association on the same terms and conditions.

23. MILITARY LEAVE

A. Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Manager and/or the City Manager's authorized representative an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

B. City employees who fulfill their obligations and serve their country should suffer no loss of pay. The City, however, retains the right, to the extent legally permitted, to reduce the monthly salary of City employees by the amount received in payment for active duty in the Armed Forces, so long as the employee's benefits, e.g. PERS, etc, are not reduced.

C. The Association expressly reserves the right to challenge the legality of the City's policy on payment for military leave.

24. LEAVE OF ABSENCE WITHOUT PAY

A. The City Manager may grant a permanent or probationary employee a leave of absence without pay or 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) month extension) upon the mutual agreement of the City, Association, 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 not to exceed one (1) calendar week. Such leave shall be recorded on a Personnel Action form generated by the Police Department and approved by the City Manager.

25. BEREAVEMENT LEAVE

A. An employee shall be entitled to forty (40) excused hours with pay in any one (1) calendar year to attend the funeral of any member of the employee's immediate family.

B. For purposes of this Section, the term "immediate family" shall include the husband, wife, father/step, mother/step, brother/step, sister/step, child/step, grandparents, grandchildren, mother/father in-laws, brother/sister in-laws and legal dependents of the employee or special circumstance deemed appropriate by the Chief of Police.

C. 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.

26. JURY DUTY

Employees are encouraged to serve on jury duty. While so serving, they will still be paid by the City on the basis of a forty (40) hour week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from the court be turned over to the City.

27. VACATION

A. Employees in this Unit shall earn vacation credit on the following basis:

<u>Years of Service</u>	<u>Accrual</u>
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 years through end of year 19	6.667 hours posted on each pay period to a maximum of 360 hours
20+ years	8 hours posted on each pay period to a maximum of 360 hours

B. The time at which the employee shall be granted a vacation is at the sole discretion of the Chief of Police or designee. The predominant factor to be considered is the City's needs.

C. Vacations will be taken in accordance with Departmental seniority regardless of rank or job assignment.

28. DONATION OF LEAVE TIME

A. A voluntary donation of vacation time or CTO time or personal leave time (i.e., floating holiday time) from one employee to another may be permitted for the purpose of providing a full-time employee with paid leave time for the care of themselves, or an immediate family member, who is suffering from a debilitating illness or injury as determined by a physician or other qualified health care provider. Employees may request a donation of vacation, CTO, or personal leave time from other employees under the following circumstances:

1. The employee requesting receipt of the donation of time must have less than eighty (80) cumulative hours accrued sick leave, vacation and /or CTO leave time at the time the request is made.
2. Donations of time shall be made in minimum donations of four (4) hour blocks of time.
3. Donation of leave time requests shall be processed through the Personnel/Risk Management Division and will be received for at least four weeks.
4. Donated hours shall be converted from the donor's hourly rate of pay to the recipient's rate of pay. All hours donated shall be converted to sick leave hours and credited to the recipient.
5. Donated hours are to be used by the employee when his/her sick leave is insufficient to maintain a paid status and the reason for absence is consistent with the request for leave donation. The employee will not be required to use vacation, CTO or Holiday Time to maintain a paid status unless the donated hours have been exhausted. The employee may request a leave of absence without pay consistent with the applicable provision in the MOU to preserve paid leave balances. The granting of such a request is at the sole discretion of the City.
6. Donations will be provided to the requesting employee in the order they are received for processing in any given period. As a result, all leave donations will be date stamped and numbered before processing. The donating employee will receive notice of the leave adjustment when processed.
7. If donations greater than the number of hours needed for the immediate pay period are received, they will be held by Personnel/Risk Management for the ensuing pay period(s) and processed at that time.
8. When the reason for requesting the donated hours no longer exists or if the donations received are greater than the amount of hours needed by the requesting employee, the hours donated but not used/processed will not be deducted from the donating employees leave balance except that donated hours will be used to ensure that employee requesting

leave donations will be left with a cumulative balance of no less than 80 hours of vacation, CTO and sick leave to the extent that leave donations and normal accruals provide such a balance.

9. For the purposes of this Section, "immediate family" shall include the husband, wife, father/step, mother/step, brother/step, sister/step, child/step, grandparents, mother/father in-laws and legal dependents of the employee receiving the transfer of time.

10. Nothing in this section shall be construed to require donations of time to employees who request donations of leave time.

11. Employees wishing to donate vacation, CTO, or personal leave time to the receiving employee shall provide written authorization to the Personnel/Risk Management Division for the transfer of time. The written authorization shall indicate the donating employee's name, the number and type of hours to be donated, and the name of the receiving employee.

29. APPEALS AND GRIEVANCE PROCEDURES

RULES OF APPEAL TO PERSONNEL BOARD

SECTION 1. Right of Appeal – Grievances: Any bargaining unit employee in the competitive service shall have the right to submit a grievance to the Personnel Board regarding the interpretation or alleged violation of the Personnel Ordinance or these Rules, except in instances where the right of appeal is specifically prohibited by the Personnel Ordinance or these Rules.

SECTION 1.2 Right of Appeal – Disciplinary Action: Any sworn employee shall have the right to appeal disciplinary action consistent with the Public Safety Officer Procedural Bill of Rights. Any non-sworn employee shall have the right to appeal disciplinary action (except where the disciplinary action is for five (5) days or less) consistent with the appeal process set forth in the Personnel Rules and Regulations.

SECTION 2. Method of Appeal: Appeal shall be in writing, subscribed by the appellant, and filed with the Personnel Officer, who shall, within five (5) days after receipt of the appeal, inform each member of the Personnel Board, the appointing power and such other persons or officers named or affected by the appeal of the filing of the appeal. The appeal shall be a written statement, addressed to the Personnel Board, explaining the matter appealed from the setting forth therein a statement of the action desired by the appellant, with his reasons therefor. The formality of a legal pleading is not required.

SECTION 3. Notice: Upon the filing of an appeal, the Personnel Officer shall set a date for hearing on the appeal not less than ten (10) days, or more than thirty (30) days from the date of filing. The Personnel Officer shall notify all interested parties of the date, time and place of the hearing at such places as the Personnel Board shall prescribe.

SECTION 4. Investigation: Upon the filing of an appeal, the Personnel Board may make such independent investigation of the matter as it may deem necessary. The result of such investigation shall be made a part of the record of the proceedings and the appellant shall have

the right to have a reasonable time within which to answer or to present evidence in opposition to the findings of this independent investigation.

SECTION 5. Hearing: The appellant shall appear personally, unless physically unable to do so, before the Personnel Board at the time and place of the hearings. He may be represented by any person or attorney as he may select and may at the hearing produce on his behalf relevant oral or documentary evidence. Appellant shall state his case first and, at the conclusion, opposition matter may then be presented. Rebuttal matter not repetitive may be allowed in the discretion of the Personnel Board. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Personnel Board by its Chairman, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be open unless the appellant, in writing, requests a closed hearing.

SECTION 6. Findings and Recommendations: The Personnel Board shall, within ten (10) days after the conclusion of the hearing, certify its findings and decision in writing to the appellant and to the person, officer or body from whose action the appeal was taken. The person, officer or body from whose action the appeal was taken shall review the findings and recommendations of the Personnel Board and may then affirm, revoke or modify the action taken as, in its judgment, seems warranted, and the action taken shall be final. Any member of the Personnel Board may submit a minority or supplemental finding and recommendation. In case of suspension, discharge or demotion, the Personnel Board shall reinstate any employee to his former status if proof is made that the action was for political, religious or racial reasons.

The grievance mechanism is set forth in Personnel Rule XIII which reads as set forth below with the addition of the fact that a grievance shall be defined as a good faith complaint of one or a group of employees, or a dispute between the City and the Association involving the interpretation, application, or enforcement of the express terms of this MOU.

GRIEVANCE PROCEDURES

SECTION 1. Purpose of Rule:

- (a) To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- (b) To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.
- (c) To provide that grievances shall be settled as near as possible to the point of origin.
- (d) To provide that appeals shall be conducted as informally as possible.

SECTION 2. Matters Subject to Grievance Procedures: Any employee in the competitive service shall have the right to appeal, under this Rule, a decision affecting his employment over which his appointing power has partial or complete jurisdiction and for which appeal is not provided by other regulations or is not prohibited.

SECTION 3. Informal Grievance Procedures: An employee who has a problem or complaint shall first try to get it settled through discussion with his/her immediate supervisor

within ten (10) days of the event being grieved, or within ten (10) days after the employee becomes aware of the event being grieved. Within ten (10) days after this discussion, if he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his supervisor's immediate superior, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he shall then have the right to file a formal appeal in writing within ten (10) calendar days after receiving the informal decision of his immediate superior. An informal appeal shall not be taken above the appointing power.

SECTION 4. Formal Grievance Procedure:

(a) First Level of Review: The appeal shall be presented in writing to the employee's immediate supervisor, who shall render his decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with his supervisor's decision, or if no answer has been received within fifteen (15) calendar days, the employee may present the appeal in writing to his supervisor's immediate superior. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his supervisor, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.

(b) Further Level of Review as Appropriate: The supervisor receiving the appeal shall review it, render his decision and comments in writing, and return them to the employee with fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision, or if no answer has been received within fifteen (15) calendar days, he may present the appeal in writing to the department head. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.

(c) Department Review: The department head receiving the appeal of his designated representative, should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The department head shall render his decision and comments in writing, and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer had been received within fifteen (15) calendar days, he may present the appeal in writing to the appointing power. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.

(d) Appointing Power: The appointing power receiving the appeal or his designated representative, should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The appointing power may designate a fact finding committee, officer not in the normal line of supervision, or Personnel Board to advise him concerning the appeal. The appointing power shall render a decision in writing to the employee within twenty (20) calendar days after receiving the appeal.

SECTION 5. Conduct of Grievance Procedure:

(a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

(b) The employee may request the assistance of another person of his own choosing in preparing and presenting his appeal at any level of review.

(c) The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal.

(d) Employee shall be assured freedom from reprisal for using the grievance procedures.

30. TUITION REIMBURSEMENT

A. The City shall reimburse employees for the cost of tuition, books, and other required fees for job-related courses. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire. The coursework must be taken from an approved, accredited college or university, and lead to an Associate, Bachelors, or Masters Degree. All courses and reimbursement expenses must have the advance approval of both the Department Head and City Manager or the City Manager's authorized representative.

B. Course and expense reimbursement, as approved by the Department Head and the City Manager, shall include a maximum reimbursement rate equal to the cost of equivalent traditional courses at California State University, Fresno (CSUF) or at Fresno City College (FCC) as of the date of enrollment. The fiscal year maximum shall be equivalent to the cost of two (2) semesters CSU Fresno or Fresno City College, at a full-time student rate as of the date of enrollment. With prior approval, additional amounts may be authorized if the course in question is necessary, and is not offered at either of the listed institutions.

C. 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 a second Bachelor's degree.

D. 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 costs associated with an employee's second Master's degree.

E. An employee beginning a Bachelor's degree program on or after July 1, 2016 and completing that degree who wishes to then begin a Master's degree, must wait three (3) years from the completion date of the Bachelor's program to begin the Master's program to be eligible for reimbursement for the Master's courses.

F. The maximum reimbursement rate for accelerated, condensed or other non-traditional courses from accredited institutions shall be equal to the per unit cost of the CSUF fee for seven (7) or more comparable, traditional course units. The reimbursement rate for each course will be based on the date of enrollment. In recognition of the mandatory shift schedule changes for members of the unit which make a traditional program more difficult, the fiscal year maximum shall be equivalent to the cost of four (4) semesters CSU Fresno at a full-time student rate as of the date of enrollment in an accelerated, condensed or other non-traditional course.

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

1. Employees must submit written requests to participate in the Tuition Reimbursement Program by February 28 for program expenses to be incurred during the following fiscal year.
2. Course work must have the prior approval of the Police Chief and the City Manager.
3. 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.
4. Employees must have completed their initial probationary period with the City.

31. PROFESSIONAL DEVELOPMENT PROGRAM

A. Purpose. The purpose of the City of Clovis Police Department Professional Development Program is to increase and maintain high levels of professionalism among Police Officers in order to attain a superior quality of Police service for the community and to better equip individual Police Officers for handling complex and difficult social and community problems characteristic of modern society. Thus, the program is intended more effectively to prepare both new recruits and experienced officers to cope with the changing role of the Police Officer in today's community through broadening his/her educational background and exposure. Commencing with the term of this agreement, progression through the steps of this program, as described in detail below, is graphically illustrated by the chart attached to this MOU.

B. General Provisions. Upon receiving a degree and/or an appropriate level certificate issued by the California Commission on Peace Officers' Standards and Training (POST), a salary increase based on the attached schedule will be permanently added to the Officer's base pay. In order to receive the Educational Incentive, an officer must have satisfactorily completed appropriate course requirements with a grade average of "C" or better.

C. Eligibility Requirements. To be eligible for participation in the program, Police Officers must have met the following requirements.

1. Each officer must have satisfactorily completed the entry-level probationary period and have attained regular status; provided, two (2) years of service shall be the maximum wait for eligibility. However, lateral officers with a minimum of 2 years of experience will be considered eligible upon satisfactory completion of the FTO program.
2. Each Police Officer must be classified as Police Officer, Police Corporal or Police Sergeant.
3. Each Police Officer who plans to participate in the program must advise the Personnel Officer, through the Chief of Police, on the appropriate forms.
4. The Police Officer must have received a degree from an accredited college or university and have been in a program which leads to an Associate or Bachelor's degree in a subject area approved by the Police Chief and City Manager.

5. Program Incentive. Upon completion of each degree level requirement and/or the required POST Certificate and submittal of the necessary forms, the appropriate salary incentive will be added to the permanent base pay for the Officer as follows:

Educational Requirement	Increase
Associates Degree AND Intermediate POST Certificate, OR Advanced POST Certificate (no degree required)	2.5%
Bachelors Degree (no POST certificate required)	5.0%
Bachelors Degree AND Advanced POST Certificate	7.5%

6. The incentive pays specified above are designed to increase in increments of 2.5% and do not compound.

7. Responsibilities and Duties: Officer's Responsibilities: Each Officer participating in the program is responsible for informing the Chief of Police and the City Manager or the City Manager's authorized representative of his degrees and/or certificates from POST. Officers are responsible to handle all matters pertaining to the college or university and are required to have academic transcripts and records of achievement submitted through the Police Chief. Keeping in mind that the purpose of the program is to encourage the professional development of the Clovis Police Department, through attainment of higher education, each Officer participating in the program should commit himself to work as quickly as feasible toward completion of the requirements of the degree sought.

D. Sherman Block Supervisory Leadership Institute Certification. Sergeants who complete the Sherman Leadership Institute Certification shall receive \$100.00 per month added to their permanent base salary.

E. Master Instructor Development Program Certification. Sworn personnel who complete the Master Officer Certification shall receive \$100 per month added to their permanent base salary.

32. ASSOCIATION TIME BANK

A. Employees shall donate four (4) hours of vacation time each year to the Association Time Bank. The hours donated to the Time Bank shall be donated on January 1 of each year. These hours may be utilized by Clovis Police Officers Association (Association) members to attend to Association 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 the Association with quarterly information regarding the available balance in the Time Bank and hours utilized.

B. The Association President shall authorize the use of Time Bank hours for the members of the Association. Hours utilized under this section shall be in minimum amounts of four (4) hour increments. For scheduled trainings, schools, etc., the Association President shall provide the Police Chief or his/her designate with a minimum

of fourteen (14) days notice prior to requesting the use of Time Bank hours. The use of Time Bank hours shall be subject to the approval of the Police Chief or his/her designate.

C. The Association agrees to indemnify and hold harmless the City of Clovis, its officers, employees and volunteers 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 Association personnel utilizing Time Bank hours shall be representing the Association 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.

33. SOLE AGREEMENT

A. The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies.

B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU 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 MOU and subject to its terms.

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

D. In the event that any of the policies contained in this MOU 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 MOU. Should a policy within the MOU become void as outlined above, either the City or the Association may institute the meet and confer process in regard to instituting a substitute item.

34. TATTOOS, BODY PIERCING, ORNAMENTAL DENTAL ART AND BODY ART

A. Tattoos, Ultra-Violet (UV) Tattoos, Brandings Ornamental Dental Art and Body Art: Department personnel shall not, while on duty, display any tattoos, UV tattoos (tattoos visible under UV lighting), brandings, ornamental dental art or other body art. Visible tattoos, brandings and other body art shall be covered when wearing a uniform. Tattoos on the head, hands, neck and face are expressly prohibited.

B. Body Piercing: Except for earrings worn by female employees, no body piercings with ornamentation shall be visible, to include the face, nose and tongue, while any member is on duty or representing the Department in any official capacity.

C. Employees hired prior to July 1, 2008, with tattoos, branding and/or body art visible while in uniform will be allowed to wear an unmodified uniform. Employees will not be allowed to add any other visible tattoos, branding or body art after adoption of this agreement.

D. Exception: Sworn officers working in an undercover assignment may be exempted from this policy by the Chief of Police.

35. SHIFT TRADES AND SUBSTITUTIONS

A. Employees in the same classification may voluntarily trade shifts with the written approval of the Department with the understanding that the traded hours worked will not result in any additional overtime other than what would have been paid for scheduled hours without substitution.

B. Employees in the same classification may voluntarily substitute for one another with the express written approval of the Department. Employees requesting the substitution will request a transfer of leave hours (holiday, vacation or CTO) from their balances to the employee who has voluntarily agreed to work the shift. The number of hours transferred will be equal to the number of hours scheduled for the shift. Any hours worked beyond the scheduled shift will be paid in accordance with Article 10.

36. FULL UNDERSTANDING, MODIFICATION AND WAIVER

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, Understandings, and Agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.

B. Existing practices and / or benefits which have a direct effect on employee wages, hours and other terms and conditions of employment which are not referenced in the Agreement shall continue without change unless modified or abolished by mutual agreement of the parties. The parties understand and agree that the provisions of mutual agreement shall not apply to issues of employment unless it can be shown that they affect wages, hours or other terms and conditions of employment. The parties

also understand and agree that management trials, test cases, pilot projects or programs, individual or small group practices, or sporadic practices are not considered past practices.

C. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this Agreement.

37. TERM OF MEMORANDUM

The provisions of this MOU shall be effective for the period of July 1, 2016 through and inclusive of June 30, 2019.

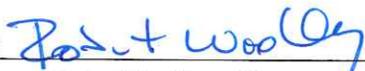
The Association membership has ratified the contents of this MOU, by their affirmative vote, on or about June 28, 2016.

The Clovis City Council ratified the contents of this MOU, by their affirmative vote, on July 5, 2016.

* * * * *

For the City of Clovis

For the Clovis Police Officers' Association

By: 
Rob Woolley, City Manager

By: 
Jim Koch, CPOA President

By: 
Lori Shively, City Negotiator

By: 
John Willow, CPOA Negotiator

By: 
Thomas Roberts, City Negotiator

By: 
Ryan Swank, CPOA Negotiator

By: 
Andy Soldo, City Negotiator

By: 
Vince Weibert, CPOA Negotiator

ATTEST: 
John Holt, City Clerk

Date: 8/2/2016