

**MEMORANDUM OF UNDERSTANDING  
BETWEEN AND FOR THE CITY OF CLOVIS AND  
THE CLOVIS PUBLIC WORKS  
EMPLOYEE'S AFFILIATION**

**July 1, 2022 Through June 30, 2025**

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## **INTRODUCTION**

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

The City and the Affiliation recognize the mutual duty and obligation of their respective representatives and members to comply with the provisions of this MOU.

### **1. City Rights**

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

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign and classify employees within the City, to determine the mission of its divisions and departments, and its budget, organization, and number of employees.
- C. Discipline employees according to applicable regulations.
- D. Take actions as may be necessary to carry out the mission of the City in emergencies.
- E. Determine the methods, means and personnel by which operations are to be carried on.
- F. Determine its budget, organization, merits, necessity and level of any activity or service provided to the public.

This section will not operate to deny any individual employee rights guaranteed by applicable law, including the Meyers-Milias-Brown Act (Cal. Gov. Code, §§ 3500 *et seq.*).

### **2. Employee Rights**

- A. Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the City 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.
- B. Only the employee organization recognized as having been authorized by a majority of the employees shall have the right and obligation to meet and confer and reach an agreement with the City regarding the determination of wages, hours, and other terms and conditions represented by the organization. Nothing in this article shall be construed as violative of any requirement or provision of the Meyers-Milias-Brown Act.



- C. The employees shall choose their own Affiliation officers and stewards, with a written list of each and the office held and area represented furnished to the City immediately after their designation. The Affiliation shall notify the City promptly, in writing, of any changes of such Affiliation officers or stewards.

### **3. Unit Recognition and Security**

- A. Acknowledgment. The City agrees to acknowledge, pursuant to California Government Code section 3500 *et seq.*, the Affiliation, as the recognized employee organization representing the non-management full-time permanent and probationary employees itemized in Article 4, until said Affiliation fails to obtain a majority of the vote of the employees itemized in Article 4 during a decertification election.
- B. The Affiliation recognizes its obligation to cooperate with the City to assure service of the highest quality and efficiency to the citizens of Clovis together with its obligations to the employees it represents. The City and the Affiliation affirm the principal that harmonious labor management relations are to be promoted and furthered.
- C. It is understood by the Affiliation and the City that the terms of this MOU take precedence over the sections of the City of Personnel Rules and Regulations and the City's Employer-Employee Organization Relations Rules and that by obtaining recognition as an official bargaining unit from the Clovis City Council, the employees of the bargaining unit are excluded from coverage by the provisions superseded by the MOU.
- D. Payroll Deductions/Dues. Shall be in accordance with applicable law.

The Affiliation promises to hold harmless and indemnify the City for any liability the City should incur for any mistakes, negligence, or intentional wrong sustained as a result of this service.

### **4. Union Access**

The City and the Affiliation agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

- A. Access to employee new hire orientations
  - o At least ten days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one notification will be sent out. The Affiliation will be responsible for attending the orientation. Personnel will not follow up after the first notification.
  - o The amount of Affiliation Representatives present during the orientation is limited to two representatives.



- Time allotted for union access during the orientation will be 20 minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
  - Orientations are usually on the 1<sup>st</sup> and 16<sup>th</sup> of the month. If the 1<sup>st</sup> or 16<sup>th</sup> is on a weekend or a holiday the orientation will be on the first working day after the 1<sup>st</sup> or 16<sup>th</sup>.
  - The City will reserve the right to hold the orientations on different days in case of an unusual situation.
  - If mutually agreed upon the ten (10) day notification can be reduced to allow the new hire an earlier start date.
  - Orientation time may vary depending on staffing levels and number of employees attending the orientation.
- B. Access to new hire employee personal information:  
Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.
- C. Access to current employee personal information:  
Both the City and the Affiliation agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15<sup>th</sup> of January.
- The Affiliation President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Affiliation President. The Affiliation President will be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.
- D. Opt-Out Provision  
If the employee opts out and does not want their personal information distributed, the City will send the Affiliation the employee's name, work phone, job title, and work location.

## **5. Unit Description**

- A. The unit shall consist of all full-time non-management, non-clerical permanent and probationary employees of the City's Public Utilities Department and Building Maintenance section of the General Services Department which are specifically enumerated below and shall include any and all new positions added during the term of this Agreement that the City and Affiliation agree should be included in the unit description.

- |  |                                     |
|--|-------------------------------------|
| 1. Assistant Building Maintenance Tech | 15. Maintenance Leadworker          |
| 2. Assistant Water Systems Technician  | 16. Maintenance Worker              |
| 3. Building Maintenance Leadworker     | 17. Meter Reader                    |
| 4. Building Maintenance Technician     | 18. Parks Maintenance Leadworker    |
| 5. Building Maintenance Worker         | 19. Parts Clerk                     |
| 6. Disposal Leadworker                 | 20. Sanitation Operator             |
| 7. Electrician                         | 21. Senior Maintenance Worker       |
| 8. Equipment Mechanic                  | 22. Senior Parks Maintenance Worker |
| 9. Equipment Mechanic Assistant        | 23. Senior Sanitation Operator      |
| 10. Equipment Operator                 | 24. Street Sweeper Operator         |
| 11. Equipment Service Worker           | 25. Utility Worker                  |
| 12. Fleet Maintenance Service Writer   | 26. Water Systems Technician        |
| 13. Fleet Maintenance Leadworker       | 27. Water Treatment Plant Operator  |
| 14. Landfill Leadworker                |                                     |

B. Classification Review

1. An employee may request classification review of the employee's position by submitting such a request, in writing, to the Public Utilities/General Services Director.
2. The Public Utilities/General Services Director shall cause the conduct of an audit of the position and submit a report of findings and recommendations to the Personnel/Risk Manager with a copy sent to the employee, all to be completed within sixty (60) days of the date the written request for classification review was first received by the Department Head.
3. The Personnel/Risk Manager shall review the report of the Public Utilities/General Services Director. The affected employee may submit written comments in support or rebuttal of the Public Utilities/General Services Director's recommendation. Such written comments shall be submitted to the Personnel/Risk Manager within ten (10) business days of the date of the Public Utilities/General Services Director's report.
4. If the Personnel/Risk Manager affirms the request for reclassification, a recommendation will be made to the City Manager that either a) specific, revised job duties and compensation be adopted, or b) that a classification review be conducted by an outside consultant. The decision of the Personnel/Risk Manager shall be completed within 120 days of the date the written request for classification review was first received by the Public Utilities or General Services Director as applicable.  
The final report resulting from either a) or b) above shall be presented to the City Council during the course of budget hearings if necessary.



5. If the Personnel/Risk Manager denies the request for reclassification, such report shall be submitted to the City Manager for review and determination. The City Manager's decision shall be final.

## **6. Non-Discrimination**

The City and the Affiliation agree not to discriminate against any employee in accordance with applicable laws.

## **7. Stewards**

- A. The City recognizes that the Affiliation may appoint one (1) Chief Steward and no more than one (1) designated Division/Section Steward for each major Division/Section of the Public Utilities and General Services Departments to handle grievances pertaining to this MOU.
- B. The Division/Section Steward's duties shall be to investigate and discuss a grievance with an employee of the Division/Section in an effort to resolve the grievance at the lowest possible level. If, after a discussion, there is a valid reason for the grievance to be filed, the Division/Section Steward may assist the employee in presenting the grievance at the appropriate step of the procedure.
- C. The Chief Steward's duties shall be to assist the Division/Section Steward if the Division/Section Steward is the employee who has filed the grievance. The Chief Steward may also assist in other grievances if the grievance has not been satisfactorily handled and/or solved at the Division/Section level.
- D. Stewards shall conduct their duties, whenever possible, in such a manner that will not interfere with any employee's job performance. The City recognizes that on occasion it may be necessary for these duties to be performed during working hours for such things as grievance or conflict resolution provided the Public Utilities or General Services Director, as applicable, or designee authorized such duties to be conducted during work hours.
- E. Stewards or officers of the Affiliation or their designee, may be allowed to participate in joint City/employee meetings during work hours concerning matters of interest to the City and its employees such as meet and confer, safety issues, group health insurance, uniforms and other matters as may be appropriate from time to time, all with the approval of the Public Utilities/General Services Director or designee.



## 8. Wage Scale, Retirement Contributions and Step Increases

A. Wage Scale - The City shall maintain the wage scale for all positions represented in this bargaining unit as shown in Exhibit A, attached. The City shall implement the following wage increases during the term of this agreement. The wage increases are listed below:

1. Fiscal Year 2022-2023

- All positions shall receive a 5.0% wage increase. The wage increases shall become effective on the first day of the first payroll period following CPWEA ratification and City Council approval of this MOU.
- Utility Worker shall receive a 5.43% equity adjustment for a total adjustment of 10.43%. The wage increase shall become effective on the first day of the first payroll period following CPWEA ratification and City Council approval of this MOU.
- Water Systems Technician shall receive a 7.22% equity adjustment for a total adjustment of 12.22%. The wage increase shall become effective on the first day of the first payroll period following CPWEA ratification and City Council approval of this MOU.
- Water Treatment Plant Operator shall receive a 7.22% equity adjustment for a total adjustment of 12.22%. The wage increase shall become effective on the first day of the first payroll period following CPWEA ratification and City Council approval of this MOU.

2. Fiscal Year 2023-2024

- Effective July 1, 2023, all positions shall receive a 3.0% wage increase.

3. Fiscal Year 2024-2025

- Effective July 1, 2024, all positions shall receive a 3.0% wage increase.

B. Retirement

Retirement Contributions

1. The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer and employee contributions, and as specified in below.
2. Employee Paid PERS Member Contributions:

PERS Classic Employees (per 2013 PEPRAs regulations)

Employee Paid Member Contribution	8.0%
Employee Cost Share of City's PERS Cost	<u>8.4%</u>
TOTAL:	16.4%

PERS New Members (per PEPRAs regulations)

Employee Paid Member Contribution	6.75%**
Employee Cost Share of City PERS Cost	<u>8.4%</u>
TOTAL:	15.15%

\*All references to PEPRAs regulations shall mean the Public Employees' Pension Reform Act as enacted in 2013.

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

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

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

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

5. The City shall, during the term of this agreement, continue to provide the PERS benefit known as "PERS Credit for Unused Sick Leave (Govt. Code Sec. 20965).
  6. All employees shall pay 0.4% for the cost of Credit for Unused Sick Leave through Cost-Sharing.
  7. The City adopted a resolution effective January 1, 1991 which permits employee retirement contributions to be made on a pre-tax basis.
- C. The City and Affiliation acknowledge that all provisions of this Agreement, including Article 8 Section B. Retirement Contributions, together with those other matters within the scope of representation, are subject to re-



negotiation upon the expiration of this agreement to the extent provided by law.

- D. Step Increases - The City shall maintain its current five (5) step salary plan during the term of this agreement.
- E. State Disability Insurance - Employees covered by this bargaining unit have elected coverage by State Disability Insurance (SDI). Employees covered by this agreement agree to pay SDI premiums through payroll deductions for the duration of this Agreement in accordance with the State Unemployment Insurance Code rules and regulations. It is further understood by Affiliation that the City allows SDI as a non-vested benefit to be available to unit employees, provided that the City does not incur a contribution obligation.
- F. Deferred Compensation - Unit members who have completed their initial probationary period may elect to participate in a deferred compensation program that includes a City matching contribution. However, unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. Unit members remain eligible for the contributory deferred compensation program. The deferred compensation program is subject to IRS Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows:

City's Matching  
CONTRIBUTION  
2:1

Maximum City  
PAYMENT  
3%

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

- G. Certification Pay – Employees eligible for certification pay as noted below, are responsible for submitting a copy of the certification obtained, together with a request for certification pay, to their section manager. All certification pay requests shall become effective upon the first pay period after receipt by their section manager. In order to qualify for certification pay an employee must maintain the certification while in a given classification and work section as noted below. Certification pay will be provided to qualifying employees in the amount of \$50.00 per month for each certification with a cumulative maximum of \$100 per month.



Job Classification	Work Section	Certification
Utility Worker	Water	Water Distribution Operator 2
Maintenance Worker	Water	Water Distribution Operator 2
Sr. Maintenance Worker	Water	Water Distribution Operator 2
Maintenance Leadworker	Water	Water Distribution Operator 3
Assistant Water System Tech	Water Production	Water Treatment Operator 3
Water Trmt. Plant Operator	Water Production	Water Distribution Operator 3
Water Trmt. Plant Operator	Water Production	Water Treatment Operator 4
Maintenance Worker	Parks	Pesticide Applicator
Parks Sr. Maint. Worker	Parks	Pesticide Applicator
Utility Worker	Parks	Arborist
Maintenance Worker	Parks	Arborist
Sr. Parks Maint. Worker	Parks	Arborist
Parks Maint. Leadworker	Parks	Arborist
Sr. Parks Maint. Worker	Parks	Playground Inspector Certificate
Parks Maint. Leadworker	Parks	Playground Inspector Certificate
Utility Worker	Street Maint/Water Serv.	Unrestricted Class A CDL
Maintenance Worker	All	Unrestricted Class A CDL
Sr. Maintenance Worker	All	Unrestricted Class A CDL
Sr. Parks Maint. Worker	Parks	Unrestricted Class A CDL
Landfill Leadworker	Landfill	Manager of Landfill Operations (Solid Waste Assn. N. America)
Equipment Operator (at landfill only)	Landfill	Manager of Landfill Operations (Solid Waste Assn. N. America)
Equipment Serv. Worker	Fleet	CNG Certification
Equipment Mechanic Assist.	Fleet	Master ASE – Light Duty
Equipment Mechanic Assist.	Fleet	Master ASE – Heavy Duty
Assistant Building Technician	Facilities Maint.	General Electrician or EPA Section 608 Technician Universal Certification Types (I, II and III). Must be in possession of all three I, II and III.
Building Maintenance Leadworker	Facilities Maint.	General Building Contractor's License "B" or General Electrician
Building Maintenance Worker	Facilities Maint.	General Electrician
Electrician	All	General Electrician or Contractors State License C10

- H. Safety Incentive Program – The city shall pay a safety incentive bonus to each eligible employee on the second paycheck for the month of December of each year. "Eligible employee" is defined as an employee who has not

had a job-related injury, lost time from work due to a job-related injury or had an at-fault accident, or failed to maintain required driver's licenses for at least two (2) years. However, a job related injury caused by another person, whereby the employee does not lose time from work, will not impact the safety incentive.

Eligible employees shall receive the following annual safety incentive bonus based upon the number of injury/accident free years:

<u>Time Period</u>	<u>Annual Bonus</u>
2 – 4 Years	\$100.00
5 – 9 Years	\$200.00
10 – 14 Years	\$300.00
15 or More Years	\$400.00

If an employee has a job-related injury, loses time from work due to a job-related injury, has a disciplinary action for a significant safety violation resulting in a written warning or more severe disciplinary action or has an at-fault accident or failed to maintain required driver's license then the employee shall not be eligible for and receive the safety incentive bonus and the time period for the bonus shall start over. An employee shall not receive a safety incentive bonus until the employee once again meets the eligibility requirements listed above.

Due to the recordkeeping necessitated by this incentive, the "start date" for accrual of injury and accident-free time shall be December 1, 2007. No credit will be given for time before that date. Effective beginning in 2016, the time periods for accounting purposes will be November 1 through October 31.

In order to receive the safety incentive bonus, each employee must submit an application to their manager, no later than November 1 of each year, certifying that they have not had a job-related injury, lost time from work due to a job-related injury or had an at-fault accident for the time period for which they are applying for a bonus. The manager shall be responsible for reviewing and approving the employees' Safety Incentive application.

Nothing in this Safety Incentive Program is intended to discourage an employee from reporting any job-related injuries or accidents.

- I. Cell Phone Stipend- Employees who are required by management to use a City issued cell phone, outside of shared and pooled phones, will have the option to receive a \$30.00 monthly stipend in lieu of using the City issued cell phone. To participate in this program the employee must provide their cell phone number to the Department. This method of notification replaces the method of the City providing a cell phone. Employee cell phones must be able to function locally and have text messaging service and the ability



to send or receive pictures in addition to phone service. The stipend is provided in recognition of the City using this method to notify employees of overtime, emergency recall and to contact the employee during the course of work

**9. Health, Life, Vision, and Dental Insurance Compensation**

- A. The City and the Affiliation agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverage's) inclusively.
- B. The HBC shall be convened by the City at least once each quarter to renew 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.
- C. 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 representatives will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process-between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.
- D. 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.
- E. The employee contribution rate will remain at 10% of the total cost of the lowest cost plan as determined by the City for the various employee' employee/family, and other tier groups as proposed. Increases or decreases in the year to year premium will be shared in the same 10% employee, 90% employer ratio for the term of this MOU unless otherwise changed through the meet and confer process with the HBC.



- F. The City and the Affiliation agree to actively explore possibilities to develop and implement an affordable health insurance plan to be made available to retirees and their qualified dependents.
- G. The City shall make available to the individuals of this bargaining unit an option of increased term life insurance with any premium increase at the employee's expense.
- H. Employees who waive City medical, prescription, dental and vision coverages will receive a waiver incentive of \$420.00 per month.
- I. 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 the employee's 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.

## **10. Work Week**

- A. The regular workweek for the above described bargaining unit shall begin at 12 midnight between Saturday and Sunday and end at 12 midnight between the following Saturday and Sunday. However, the work week may be modified in certain work sections to accommodate an alternate work

schedule. The City will discuss the impact of any alternate work schedule with the affected employees in advance of its implementation with the understanding that the City is responsible for determining the work week. Consistent with the Fair Labor Standards Act (FLSA) the work week is a fixed and regularly recurring period of 168 hours (seven consecutive 24 hour periods). The work week can be changed provided the changes are indefinite in duration and are not designed to evade the overtime requirements of FLSA. The unit's work week shall normally consist of forty (40) hours.

- B. Further, no employee of this unit shall be regularly scheduled to work a shift in which the regular starting times deviate more than four (4) hours during the same workweek, except when previously mutually agreed to in writing between the affected present or future employee and the City, or in emergency situations.
- C. It is the intent of the Department that each employee not working a rotational schedule, shall regularly be scheduled for two (2) consecutive days off.

## **11. Work Schedule**

The work schedule shall consist of an eight (8) hour day, with starting and ending times to be determined by the Department Head or other Management employee. The work schedule of individual sections may differ. The work schedules will be set at the discretion of the Department Head or other Management employee to provide for adequate coverage of work area, to facilitate work function or to provide for employee safety.

At the Surface Water Treatment Plant (the plant), the work schedule may consist of eight (8), nine (9), ten (10), or twelve (12) hour work days with starting and ending times determined by the Department Head. The work schedule will be prepared so that employees will not be required to work more than five days in a row except due to an emergency.

The plant work schedule will be posted for a minimum of three (3) weeks in advance. However, unforeseen circumstances beyond the control of the City may result in the need to change the schedule after it has been posted. When such a change is required, the City will discuss the impact of the schedule change with the affected staff before implementing a change to meet operational needs. Except in the case of emergency, employees at the plant are to submit leave requests at least four (4) weeks in advance to allow for timely scheduling. However, non-emergency leave requests that are submitted less than four (4) weeks in advance may be granted if operational needs allow.

It is the intent of the Department to establish regular work schedules as described in the following paragraphs.



- A. Winter Work Schedule: The winter work schedule shall start on the third Monday in September for all sections, except the Solid Waste. Fleet Maintenance and Surface Water Treatment Plant sections, will be 7:00 a.m. to 3:30 p.m. with a one-half hour lunch period from 12:00 noon to 12:30 p.m.
- B. Summer Work Schedule: The summer work schedule shall start on the first Monday in May for all sections, except the Solid Waste. Fleet Maintenance Sections and Surface Water Treatment Plant will be 6:00 a.m. to 2:30 p.m. with a one-half (1/2) hour lunch from 12:00 noon to 12:30 p.m. Alternative work schedules for any section will be considered upon the request of the majority of the employees in the section. Work schedules will normally be restricted by the City to the hours between 6:00 am to 6:00 pm. The lunch period will normally be restricted to the period between 11:00 am to 1:00 pm.
- C. Reopener: During the term of this agreement the City may determine a need to modify work schedules of a given work section or sections covered by this agreement, based on the need to provide adequate coverage of work area(s), to facilitate work function effectiveness or to provide for employee safety. If the City decides it is necessary to modify work schedules, the City will provide the Association with notice and the opportunity to meet and confer regarding the impact of the change at least fifteen days (15) days prior to implementation.

## **12. Rest Period**

Each employee covered in the MOU will be afforded two (2) fifteen-minute rest periods without loss of pay. The first rest period will normally be allowed once before the meal break. The second rest period will normally be allowed after the meal break for non-disposal employees, and before the meal break for all disposal employees except where mutually agreed by their employee and the supervisor. The timing of these rest periods shall be reasonably scheduled by the City in accordance with the requirements of the Department. The Affiliation recognizes that the location of these rest periods shall be established by the City in accordance with the requirements of the Department, and that it shall be the obligation of employees to adhere to the instructions of their Supervisors in this regard.

## **13. Fair Labor Standards Act**

Notwithstanding anything else to the contrary, this agreement shall be interpreted and applied in all respects necessary to conform to the legally applicable provisions of the Federal Fair Labor Standards Act, and regulations promulgated thereunder, with respect to work week, hours of work, regular rate of pay, minimum wage and overtime.



#### 14. Overtime

- A. The City agrees that it will compensate the employees of the above described unit for overtime through monetary compensation or accrued CTO at one and one-half (1 ½) 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 the above described forty (40) hour work week, after eight (8) hours per day on a five (5) day basis or for work on a holiday. Employees in the Surface Water Treatment Plant (the plant), scheduled to work four (4) days in a workweek will be eligible for overtime after a forty (40) hour work week.
- B. Employees (except those who receive a Holiday Time Bank) who are assigned to perform duties on an eight (8) hour holiday and who work at least four (4) hours, shall be paid for eight (8) hours at the overtime rate in pay, or accrue CTO at the employee's option per Section 17, provided the assigned work of the employee is satisfactorily completed. It is understood that the City may require the affected employees to work the entire eight (8) hour holiday.
- C. The City shall have the right to require employees to work whenever necessary. The City shall attempt to assign scheduled overtime work to employees in work units that would normally be assigned the task if the task had occurred during the regular eight (8) hour work day. The City reserves the exclusive right to make the final determination of the appropriate work unit(s) to assign the overtime duties.
- D. Work units for the purposes of Article 14 shall be defined as the following functional work groups: Parks, Water Valves, Water Service, Water Meters, Water Production, Street Striping, Street Maintenance, Fleet, Waste Water, Disposal and Building Maintenance.
- E. Scheduled Overtime is defined as all overtime that is anticipated to occur more than three (3) work days in advance of the overtime event based on when Department Management staff receives notification of the need to perform the work.
- F. Scheduled Overtime as defined above will be made available to qualified personnel within the work unit(s), as defined above in paragraph D, based on City seniority. City seniority for the purpose of this Article is defined as continuous probationary and regular employment with the City. Each Section Supervisor will be responsible for maintaining a current overtime seniority list for their respective work units. Employees will be called from this list to work scheduled overtime assignments in City seniority order. After the most senior employee of the work unit employee accepts the overtime assignment, declines the overtime assignment or does not respond to the call within one (1) hour the City will contact the next most senior person until the overtime assignment is staffed. The City reserves the exclusive right to

determine whether or not an employee possesses the qualifications necessary to perform the scheduled overtime task. Employees who take unscheduled leave during their regularly assigned work shift prior to scheduled overtime will be dropped from the scheduled overtime event.

- G. As determined by the City, in the event it is not possible to staff the scheduled overtime assignment consistent with F. above, qualified personnel will be required to work in inverse City seniority order in the work unit.
- H. Parade overtime assignments shall be made from a Parade Overtime list that is separate and apart from overtime list that is established or used by the work units noted above. For each parade, employees will be called from the Parade Overtime list based on seniority as determined by length of continuous initial probationary and regular employment with the City with an employee moving to the bottom of the list once called to work and either actually works or declines the work or does not respond to the call within one (1) hour.
- I. During the first two (2) weeks of January each year, during the term of this agreement, the Public Utilities Department will call for employees, represented by this agreement, to volunteer to be placed on the Parade Overtime list. The Parade Overtime list will be established no later than the end of the month with volunteers placed on the Parade Overtime list in City seniority order as defined in Section F above.
- J. Employees hired or transferred into a position, represented by this agreement, during the calendar year after the Parade Overtime list has been established may be added to the bottom of the rotational list at the time they volunteer, provided they submit a written request to the Public Utilities Director within 60 days of the effective date of hire or transfer.
- K. The Department will continue to make emergency call back assignments consistent with Department policy.
- L. Except in emergencies, overtime must be approved in advance by the Department Head or one of the other Management employees.
- M. All overtime shall be reported and documented to the employee's manager or supervisor no later than the employee's next workday.

## **15. Standby Pay**

The City agrees to pay eight (8) hours straight time to employees required to standby for emergency or critical needs throughout a previously scheduled two (2) consecutive days off break in work. Standby is defined as time when an employee must be within reach by phone and within such distance that they can report within thirty (30) minutes. A break-in-work shall be measured and defined as being from



midnight of the day of the individual's last regularly scheduled work period to the moment of commencement of the individual's next regularly scheduled work period. Standby pay is not applicable to employees on the Home Garage Program.

Standby employees who are called into work will receive additional pay at the overtime rate when their total working hours exceed the 8 hours straight pay noted above. Standby working hours are calculated as follows:

- Working hours start when the employee receives the phone call to return to work, and includes up to 30 minutes drive time between receiving the call and arriving at the work site. Any drive time in excess of 30 minutes will not be counted toward the 8 hour per standby period calculation.
- Working hours ends 30 minutes after the employee leaves the work site to return home.
- Employees already on site when another call comes in will not be allocated additional drive time to the working hours calculation.

#### **16. Minimum Callback Pay**

An employee called back to work outside of the employee's regularly scheduled shift and more than one half hour thirty (30 minutes) before the start of the next scheduled shift shall be paid a minimum of three (3) hours at the overtime rate if the employee was not on standby at the time called back for a maximum per day of two callbacks at the minimum three (3) hour rate. Additional callbacks on the same day will be paid at actual time at the overtime rate. If a designated, primary, call-back responder chooses to take a City vehicle home under the Home Garage Program, and does not receive any call backs during the entire seven (7) consecutive day call back period, the City shall pay \$50.00 to the designated primary call back respondeer for each full week of the call back period.

#### **17. Compensatory Time Off**

The City may pay compensatory time off (CTO) in lieu of cash for overtime, standby, or callback time worked. Employees shall have the choice of the manner of compensation so long as the employee's accumulated CTO bank does not exceed 40 hours or the work is not funded by a section other than the employee's section. An employee may earn up to 80 hours CTO in a calendar year, as long as the employee continuously draws down the CTO bank to 40 hours or less. If at any time the employees' CTO bank exceeds 40 hours or the work is funded by a section other than the employee's section, the employee will be compensated in cash to the extent that funds are available. In the absence of such funds, the City retains the right to compensate the employee with CTO up to 120 hours per calendar year. However, on January 2nd of each calendar year, the City will pay the employee in cash for these hours in the CTO bank exceeding 40.

CTO may be used for time-off when the employee provides at least 10 working days notice to the Department Head or designee. The Department Head or designee has the discretion to waive the 10-day notice. The employee agrees to consult with the Department Head or designee to make sure that staffing needs will be met. In cases of conflict in scheduling use of CTO, classification seniority shall be used as a tiebreaker.

#### **18. Supervisory Assignment**

Any bargaining unit employee who as a regular part of his duties, is assigned by the Department Head or his designee to directly supervise the work of another employee, and whose base salary range is not at least five percent (5%) higher than the subordinate employee's base salary range, exclusive of premiums (overtime, out-of-class, shift differentials, certification pay, etc.), shall receive an adjustment in salary which will result in a five percent (5%) differential over the subordinate employee's base salary range. All out-of-class work assignments, including the length of the assignment, shall be in accordance with CalPERS rules and regulations.

#### **19. Temporary Assignments**

- A. The list of employees qualified to perform welding assignments shall be updated in September of each year. Employees who qualify for the list for welding assignments shall receive assignment pay of \$1.00 per hour over their base rate for such assignments. Employees who are not yet on the list shall have the opportunity to qualify each September. Once qualified for the list employees shall remain on the list so long as their performance of such duties is satisfactory. If performance is less than satisfactory employees shall be required to qualify for the list again.
- B. Employees assigned by supervisors to work in a higher classification will receive a 5% differential or the A step of the temporary assignment class whichever is greater for each work day provided that the employee works in the higher classification over 4 hours in each work day. The employee will then receive the differential for each hour worked in the higher classification. All out-of-class work assignments, including the length of the assignment, shall be in accordance with CalPERS rules and regulations.

#### **20. Shift Differential**

The differential shall be Nine Dollars (\$9.00) per shift if at least half the regular shift falls between 6:00 p.m. and 6:00 a.m. Other regular shifts commencing prior to 5:00 a.m. or being completed after 6:00 p.m. shall be compensated at Six Dollars (\$6.00) per shift.



## **21. Seniority**

- A. **Shift Vacancy**  
In the event of a vacancy in a work unit subject to shift differential, and when the Department determines that the vacancy will be filled by transfer of an employee within the unit from one shift to another, the appointment will be made on the basis of classification seniority within the unit, except in situations where the City determines that skill level needs dictate otherwise
- B. **Work Schedules**  
Work schedule assignment will be based on classification seniority within that unit except when the City determines that skill level demands dictate otherwise.

## **22. Holidays**

- A. The holidays listed below will be recognized as eight (8) hour holidays during the term of this Agreement:
  - 1. New Year's Day (January 1)
  - 2. Martin Luther King Jr. Day (3rd Monday in January)
  - 3. All Presidents Day (3rd Monday in February)
  - 4. Memorial Day (last Monday in May)
  - 5. Independence Day (July 4)
  - 6. Labor Day (first Monday in September)
  - 7. Veteran's Day (November 11)
  - 8. Thanksgiving Day (as declared in November)
  - 9. Friday after Thanksgiving Day
  - 10. Christmas Day (December 25)
  - 11. Employee's Birthday or a substitute day to be selected by mutual agreement of the employee and the employer.
  - 12. The latter four hours of the last workday before Christmas Day or New Year's Day. In order to maintain operations, department heads shall have discretion over scheduling which day employees select, i.e., Christmas Day or New Year's Day.
- B. If during the term of this agreement the City Council determines to add any additional Citywide paid holidays, the same shall be offered to this Affiliation on the same terms and conditions.
- C. Whenever any such above described recognized holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever any such above-described recognized holiday falls on a Sunday, the following Monday shall be considered a holiday.
- D. Whenever an employee is required to work on a recognized holiday, he shall be paid for the holiday and an additional payment at time and one-half

of the straight time rates (i.e. 2-1/2 times the usual straight time rate), except for employees who receive a Holiday Time Bank.

- E. Employees may request and may receive Good Friday off provided they have either adequate CTO or accrued vacation time or are granted leave without pay.
- F. An employee shall be paid for each of the above holidays only when the employee is on a paid status the workday immediately prior to and the workday immediately after the holiday.

### **23. Holiday Time Bank**

- A. Employees assigned to the Surface Water Treatment Plant whose regularly assigned shift exceeds eight (8) hours per day shall be provided with a Holiday Time Bank in lieu of Section 22 above.
- B. Employees shall receive 92 hours of paid compensation 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.
- C. No later than June 30 each year, employee shall sign a statement of intent indicating the number of holiday time that they intend to use during the year, and the number of hours that they intend to cash out. The prorated value of holiday hours to be cashed will be reported to PERS each pay period as required by CalPERS and will be cashed out on June 30 at the end of the fiscal year.
- D. If an employee terminates employment with the City prior to June 30, any pro-rata holiday time cashed-out or used in excess of 7.666 hours per month will be deducted from the employee's final paycheck. If an employee terminates employment prior to June 30, all unused holiday time earned that does not exceed 7.666 hours per month on a pro-rata basis will be cashed-out to the employee.
- 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.



## **24. Vacation**

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

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

- B. The time at which the employee shall be granted a vacation is at the discretion of the Public Utilities/General Services Director or other Management employee. Employee seniority (defined as length of employment with the City as a probationary and/or regular employee) shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.
- C. Vacation leave may be used for time-off upon reasonable advance request and approval from the employee's supervisor. Such requests shall be honored unless there are operational or scheduling conflicts.
- D. All years of service, for the purpose of this article, shall mean all years of service to the City as a probationary or permanent employee provided that any break in service which resulted in a later reinstatement or rehiring to City employment did not exceed two (2) years duration.

## **25. Sick Leave**

- A. Employees will receive one (1) full day's sick leave or accident allowance for each full month of employment (based on date of hire) up to a total of twelve (12) days' allowance per calendar year.
- B. Such allowance is cumulative from year to year.
- C. Sickness or accident benefit payments' including Worker's Compensation and State Disability Insurance payments, for any work week shall not exceed an employee's normal straight time weekly earnings.
- D. Sick Leave benefits are payable only for employee's regularly scheduled workdays on which the employee is unable to work as a result of the employee's illness or accident. Employees may use earned sick leave upon accrual for required medical, chiropractic, dental, vision and therapy appointments with the approval of the Department Head.
- E. The employee may be required to furnish a doctor's certificate or other proof of illness when absent three (3) consecutive days or if the Department Head

or other Management employee believes a pattern of sick leave abuse is developing.

- F. After an employee accumulates at least twenty-five (25) days of sick leave allowance the employee shall be paid once each year, on the first check following November 16, based on the following formula:

Sick Leave Days Used During Preceding Twelve (12) Month Period	Number of Cash-Out Days Allowed	Percent of Payment
5	7	25%
4	8	30%
3	9	35%
2	10	40%
1	11	45%
0	12	50%

The remainder of the annual sick leave allowance shall continue to accumulate.

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

## **26. Bereavement Leave**

An employee shall be entitled to five (5) excused workdays with pay in any calendar year to attend the funeral of any member of the employee's immediate family. For the purpose of this Article, the term "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, grandparents, grandchildren, mother/father-in-laws, brother/sister in-laws, son/daughter in-laws, and legal dependents of the employee. Also, at the sole discretion of the City, this definition may be amended, on an individual basis to include any other relative.

## **27. Compassionate Leave**

An employee shall be entitled to twenty-four (24) hours excused hours with pay in any one (1) calendar year for the purpose of providing personal care, attendance and compassion to a member of the employee's immediate family who is suffering from a serious illness. In any case, the necessity for the employee's presence



may, in the discretion of the City Manager and/or the City Manager's designee, be required to be verified by a doctor's certificate.

For the purpose of this Article, the term "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, grandparents, grandchildren, mother/father-in-laws, brother/sister in-laws, son/daughter in-laws, and legal dependents of the employee. Also, at the sole discretion of the City, this definition may be amended, on an individual basis to include any other relative.

## **28. Military Leave**

- A. Military leave shall be granted in accordance with the provisions of federal and state law. All employees entitled to military leave shall give the City Manager and/or his authorized agent an opportunity, within the limits of military regulations, to determine when such leave shall be taken.
- B. Employees shall be paid their regular salary for the first 30 days of active duty within a fiscal year. Starting on the 31<sup>st</sup> day of active duty, employees will receive the difference between their military base pay and their City of Clovis pay. Military orders and wage statements will be required. See the Leave Guide for more details.

## **29. 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 a period not to exceed three (3) consecutive months. 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 an 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 Public Utilities/General Services Director may grant a permanent or probationary employee a leave of absence without pay for a period not to exceed one (1) calendar week. Such leave shall be reported to the City's Personnel/Risk Manager.
- C. The City and Affiliation agree that a permanent or probationary employee who has previously been granted by the City Manager, a leave of absence without pay or seniority for a period of time not to exceed three (3) months, may re-apply to the City Manager for another consecutive leave of absence as provided and described above.

- D. Upon appropriate notice, the City shall attempt to accommodate a request for leave without pay by the Affiliation President, or by another affiliation Representative, for the purpose of attending meetings conferences, workshops, or similar functions, relating to their Affiliation duties.

### **30. Uniforms and Protective Clothing**

- A. Within thirty (30) days after date of appointment, new employees shall be provided with five (5) new uniforms.
- B. Whenever an employee provides reasonable evidence of the need for a replacement uniform due to wear, the City shall provide said employee with up to five (5) replacement uniforms annually.
- C. Uniforms will be issued no later than 90 days after the approval date of this agreement for the first year and no later than October 31 every year thereafter provided that uniforms meeting specifications are available. If uniforms are unavailable for issue on this date, the City will either provide alternate clothing or will temporarily suspend the requirement to wear the City uniform.
- D. Pants shall be a denim material with the City paying for the least expensive of Wrangler or Levis jeans.
- E. Employees shall be required to wear a full uniform during all working hours and present a neat and clean appearance.
- F. Protective Clothing or Devices. If any employee is required to wear protective clothing or devices as a condition of employment or to satisfy CAL OSHA requirements, they shall be provided by the City. Both parties will agree on a reasonable life expectancy for such articles, and agree that if they are lost or damaged through "negligence" on the part of the employee, during their life expectancy, they shall be replaced by the employee.
- G. Rain Gear shall be provided by the City to employees as needed. Rain gear that is worn out or damaged on the job will be replaced by the City. The employee to whom rain gear has been issued shall be responsible for replacement of any rain gear that is lost or damaged through negligence on the part of the employee.
- H. Prior to selecting uniforms, the City will survey all employees and provide the response information to the Affiliation to review and comment. The response will be due within two (2) weeks of the time the information is provided to the Affiliation.



- I. In January and July of each year, the City will provide a boot allowance of \$150.00 to all employees except those in the following sections: Fleet, Solid Waste and Building Maintenance. New employees will receive a prorated allowance based upon their start date.
- J. Employees receiving the boot allowance will be required to wear the appropriate boot as determined by the section supervisor or manager during the workday.

### **31. On-The-Job-Training**

- A. Periodic training regarding the roles, responsibilities and procedures of unit employees in connection with Juvenile and Adult Offender programs shall be provided.
- B. Using a voluntary rotational system, based on seniority in permanent appointment with the City qualified permanent employees in the Department will be offered access to City training programs regarding promotions, and may be offered training in positions that are temporarily vacant due to long-term or short-term absence of a regular employee in the same or a higher classification where operational necessity and staffing levels make it practical to do so.

### **32. Flexible Staffing**

- A. Flexible staffing is to be utilized in a job series in which both entry level and experienced level classes are assigned the same kinds of duties with the difference being the scope of duties performed, the level of skills required, and the amount of supervision received.
- B. The following classifications shall be flexible staffed as follows:
  - i.) Maintenance Worker to Senior Maintenance Worker or Senior Park Maintenance Worker except in Solid Waste;
  - ii.) Equipment Service Worker to Equipment Mechanic Assistant;
  - iii.) Sanitation Operator to Senior Sanitation Operator; and
  - iv.) The Maintenance Worker classification in Solid Waste is not flexibly staffed. Maintenance Workers in Solid Waste may transfer to another section and flex subject to the availability of a vacant position and the transfer and flex provisions of this Agreement.
- C. All employees within flexible staffed series shall promote from entry level to the experienced level class when the following has occurred:

- i.) The employee has successfully completed the one (1) year probationary period in the entry level class and the employee has completed two (2) additional years in the City's Public Utilities/General Services Departments. Up to two (2) years of comparable experience, as determined by the City, in the area of assigned duties may be substituted for up to two (2) years with the City Public Utilities/General Services Departments. Rotation to work in other divisions/sections will not be required as a part of this program. This statement does not, however, intend to diminish the City's right to transfer, assign, or otherwise direct the work of its employees.
  - ii.) The employee is able to satisfactorily perform a majority of designated duties at the experienced level class with limited supervision.
  - iii.) The employee has successfully passed a non-competitive examination to promote to the experienced level in the series.
  - iv.) The employees has reached at least step 4 of the entry level class in the flexibly staffed series.
  - v.) The City shall not use this Article as a means to address budget shortfalls.
- D. No eligible incumbent of a flexibly staffed position will be denied an opportunity to test for flexing to the experienced level upon successful completion of the designated three (3) years' experience. Experience acquired in the Solid Waste Section of the City will be credited toward the requirements for flexible staffing.
- E. Eligible employees holding permanent entry-level positions will have the opportunity to test for flexing to the experienced level within thirty days of the request.
- F. If the employee fails the test, the employee may not retake the test until 120 days from the date of his last test.

### **33. Professional Development**

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree or commercial driver's license as noted in Section D. 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 maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

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

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Except in D below, Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. Commercial Driver's License Program – Upon prior approval by the Department Head, reimbursement for commercial driver's license will be eligible upon the initial obtainment of a commercial driver's license, or license upgrade from a Class "B" to a Class "A". Eligible reimbursement will be limited to education expenses by an accredited school recognized by the Federal Motor Carrier Safety Administration and the California Department of Motor Vehicles, not to exceed the maximum reimbursement allocation in this section. The City will not reimburse costs to employees who have lost or relinquished their commercial license(s) while employed by the City. Employees shall select from the City list of approved commercial driving schools.

Class "A" unrestricted commercial licenses must have at a minimum, Air Brake and Tanker endorsement. Commercial Class "B" must have at a minimum, Air Brake and Tanker endorsement. Optional endorsements, restrictions, or limitations such as King Pin, Hazardous Materials, or Passenger Endorsement may be included but are not required to meet minimum requirements of this program.

The maximum reimbursement for this program is \$4,000 per the amounts stated below and are counted toward the overall lifetime cap for the entire Professional Development program.

- i. Unrestricted Class A - \$4,000.
  - ii. Upgrade from Class "B" to Class "A" - \$2,000
  - iii. Commercial Class "B" - \$2,500
- E. An employee will be eligible for reimbursement of approved expenses for either a commercial driver's license as noted in section D above, an Associate's,

Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.

- F. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or Master's degree or commercial driver's license program is eligible for reimbursement.
- G. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading, or for the commercial driver's license program, certificate of completion and commercial license obtainment. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade, or certificate of completion and proof of obtainment of a commercial driver's license.
- H. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- I. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.
- J. If the City creates an internal commercial driver's license training program that meets the requirements Federal Motor Carrier Safety Administration and the California Department of Motor Vehicles and provides training for the licenses listed in section D above, the City will not reimburse for outside commercial driver's license schools.

#### **34. Employee Safety**

Up to four (4) meetings (Safety Committee meetings) per contract year will be scheduled by City for the purpose of City and employee representatives exchanging views regarding safety rules, regulations, practices, procedures and training, as well as review of employee accidents as to whether they were preventable or not. The City will schedule, as appropriate, safety seminars for employees in this unit. The City welcomes and encourages the Affiliation's suggestions for seminar topics.

#### **35. Jury Duty**

Employees are encouraged to serve on jury duty. If kept from working by jury duty, 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 court be turned over to the City. Alternate shift employees will have their shift adjusted to correspond to the AM shift for the duration of their jury duty. Employees who are released from Jury Duty two (2)



hours or more prior to the end of their work shift will report to work. Employees are required to provide time / date stamped proof of their jury service.

### **36. Appeals and Grievance Procedure**

#### **A. Appeals**

The City and the Affiliation agree that all parties shall utilize the existing appeals mechanism provided for within the City of Clovis' Ordinance No. 256 and Personnel Rules and Regulations Rule XII, for all matters as defined therein, unless and until this Ordinance and/or Resolution is appropriately modified at the initiation of the City.

#### **B. Policy Statement Regarding Grievances**

The bargaining unit employees herein are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the City Manager.

#### **C. Purpose of Grievance Procedure**

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

#### **D. Definition of Terms**

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

1. Grievance: A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this MOU and all other terms and working conditions of employment.
2. Conferee: A conferee is an individual who, at the request of the employee, or group of employees, is invited to participate in a grievance conference.
3. Aggrieved Party: Aggrieved Party is the employee or group of employees of City making the claim.

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

#### **E. Implementation Procedures**

1. Any appeal of a disciplinary matter (except for probationary employees and suspensions of five (5) days or less) may be brought

before the Personnel Commission according to the manner and procedure specified in City Ordinance No. 256 and the Personnel Rules and Regulations, Rule XII.

2. Any grievance of a matter concerning the interpretation and application of rules and provisions of this MOU shall proceed according to the below described manner and procedure:

- (a) Oral Discussion with Immediate Supervisor: An aggrieved party shall orally present his grievance to his immediate supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

- (b) Level One – Personal Conference Upon Written Claim With Immediate Supervisor: An aggrieved party may, after discussing it orally, submit his claim in writing to his supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner. The conciliatory efforts of conferees may be utilized at this state as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state his position clearly, and the background and reasons and the following items must be included:

- 1) A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
    - 2) A description of the general and specific grounds for the grievance.
    - 3) A listing of the specific actions and events alleged to be in violation (including witnesses).
    - 4) A statement of the reasons why the specific actions identified above are in violation of these Articles.
    - 5) A listing of the specific actions which the aggrieved employee believes would best remedy his grievances. Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. The written claim must be submitted to the immediate supervisor within fifteen (15) days of the date the employee knew or should have known of the event being grieved. If the aggrieved party is not satisfied with the results of this personal conference with his immediate supervisor, which must be announced



within six (6) days, he must then file a written complaint with his department head within eight (8) days of the meeting with his immediate supervisor.

(c) Level Two - Personal Conference With Department Head: An aggrieved party may appeal the Level One decision to his Department Head by filing a written complaint. Said complaint shall contain the same information as described above for the Level One claim. It shall not be necessary to rewrite the above information. Upon receipt of the written complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and Department Head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with their department head which results must be announced within six (6) days of the conference, they must file a written appeal within eight (8) days of the meeting with the Department Head, as provided in Level Three.

(d) Level Three - City Manager/Board of Review: The aggrieved party may appeal the decision within eight (8) days after the personal conference provided at Level Two by filing a request for hearing and final decision before the City Manager or by the Board of Review. Requests for hearing and final decision before the City Manager or the Board of Review shall be made with the Personnel/Risk Manager as hereinafter described.

- 1) The request shall be in writing and shall include the same information as described in the previous claim in level One.
- 2) The Board of Review or City Manager shall have available all documents relating to the complaint and any City records that would be helpful in resolving the problem.
- 3) No later than 14 days prior to the date of the scheduled hearing, the aggrieved party and the City will meet and attempt to agree upon a statement of issues) and the exhibits to be submitted to the Board of Review or City Manager for hearing and final decision. In the event that agreement on a statement of issues and exhibits is not reached, the parties will exchange their respective statement(s) of issues and exhibits at the end of said meeting.

The agreed on separate statement(s) of issue(s) and exhibits shall be promptly delivered to the Personnel/Risk Manager.

- 1) Any party to a grievance may at any point in the process outlined have a conferee.
- 2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
- 3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- 4) All proceedings, at any level shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager or Board of Review. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the aggrieved party requests an opportunity to address the council decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.
- 5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next level. Such signing shall not necessarily indicate agreement to the factual content.
- 6) Any costs of operating the grievance procedure shall be borne jointly by the city and the grievant.
- 7) By mutual written agreement, the time limit at any Level may be extended.
- 8) The conferee shall conduct all applicable duties, whenever possible, during "non-working hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance; and (2) the conferee received no overtime compensation by the City for time so spent.



Oral Discussion with Immediate Supervisor: An aggrieved party shall orally present his grievance to his immediate supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

- (a) Level One - Personal Conference upon Written Claim with Immediate Supervisor: An aggrieved party may, after discussing it orally, submit his claim in writing to his supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

The conciliatory efforts of conferees may be utilized at this state as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state his position clearly, and the background and reasons and the following items must be included:

- 1) A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
  - 2) A description of the general and specific grounds for the grievance.
  - 3) A listing of the specific actions and events alleged to be in violation (including witnesses).
  - 4) A statement of the reasons why the specific actions identified above are in violation of these Articles.
  - 5) A listing of the specific actions which the aggrieved employee believes would best remedy his grievances. Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. The written claim must be submitted to the immediate supervisor within fifteen (15) days of the date the employee knew or should have known of the event being grieved. If the aggrieved party is not satisfied with the results of this personal conference with the immediate supervisor, which must be announced within six (6) days, the aggrieved must then file a written complaint with their Department Head within eight (8) days of the meeting with their immediate supervisor.
- (b) Level Two - Personal Conference with Department Head: An aggrieved party may appeal the Level One decision to their department head by filing a written complaint. Said complaint shall contain the same information as described above for the Level One

claim. It shall not be necessary to rewrite the above information. Upon receipt of the written complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and Department Head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with the Department Head, which results must be announced within six (6) days of the conference, they must file a written appeal within eight (8) days of the meeting with the Department Head, as provided in Level Three.

- (c) Level Three - Advisory Board of Review: The aggrieved party may appeal the decision within eight (8) days after the personal conference provided at Level Two by filling a request for hearing and final decision before the Assistant City Manager or for hearing and advisory decision by the Board of Review shall be made with the Personnel/Risk Manager as hereinafter described.

- 1) The request shall be in writing and shall include the same information as described in the previous claim in Level One.
- 2) The Board of Review shall have available to it all documents relating to the complaint and any City records that would be helpful in resolving the problem.
- 3) After studying the documentary evidence, the Board of Review shall conduct such hearings, as it deems necessary. At least two days' notice of any scheduled hearing should be given.
- 4) Within a reasonable time after the conclusion of the hearing, the Board of Review shall submit the Board's written advisory decision to both the City Manager and the aggrieved party.
- 5) The Board of Review shall be made up of three members, selected by the aggrieved party, from among those individuals currently serving on the City's Personnel Commission.

If the request is made for hearing and final decision before the Assistant City Manager, the process will continue on to Level Four.

- (d) Level Four - City Manager's Decision: After receipt of the advisory findings of fact and advisory decision from the Level Three Board of review, or receipt of the request for hearing and final decision, the City Manager shall investigate as appropriate and confer with the parties involved. The aggrieved party, at his discretion, may bring in his conferee. The City Manager shall thereafter communicate his



final and conclusive decision in writing together with supporting reasons, to the aggrieved party, within eight (8) days of concluding his investigation of the matter.

(e) General Provisions - To facilitate this procedure, the following provisions shall apply:

- 1) Any party to a grievance may at any point in the process outlined have a conferee.
- 2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
- 3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- 4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the aggrieved party requests an opportunity to address the Council. Decisions that have citywide implications shall be communicated to all certified personnel in an objective and impersonal manner.
- 5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessarily indicate agreement to the factual content.
- 6) Any costs of operating the grievance procedure shall be borne jointly by the City and the aggrieved party.
- 7) By mutual written agreement, the time limit at any Level may be extended.
- 8) The conferee shall conduct all applicable duties, whenever possible, during "non-working" hours. The conferee shall only

be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance; and (2) the conferee received no overtime compensation by the City for time so spent.

**37. Labor-Management Committee**

- A. Purpose: The purpose of the Labor – Management Committee is to provide a forum for representatives of the City and Affiliation to discuss issues of concern to either party dealing with application of provisions of this MOU, workplace safety and efficient work practices.
- B. Structure: The Labor – Management Committee shall be comprised of a reasonable number of representatives of the City and Affiliation. The Committee shall meet at least quarterly. The Committee shall establish meeting times and locations. The Public Utilities Director shall develop an agenda of issues to be discussed prior to each meeting. The Affiliation President may add appropriate issues to the agenda by submitting the issues to the Public Utilities Director with reasonable advanced notice.

**38. Physical Examinations**

- A. In the event the Department Head has reason to believe that an employee is not physically capable of performing the full duties of the employee's position, and/or the employee's condition represents a danger to the employee, other employees or the public, the Department Head may immediately place the employee on leave with pay and refer the employee to a physician, pending the physician's determination of injury or illness and capability to return to work. Once the determination has been made the employee will be placed on sick leave or other available leave or returned to full duty. If the employee has no available leave time, the employee will be placed on leave of absence in accordance with the Leave of Absence Section of this MOU.
- B. If the employee so requests, the Department Head shall prior to implementing the Department Head's decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

**39. Maintenance of Operation**

- A. The Affiliation will make every effort toward inducing all employees in this Unit fully and faithfully to perform their duties and agrees that for the term of this MOU neither the Affiliation nor any person acting in its behalf, will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report to duty, or unauthorized absence or abstinence from the full and faithful performance



of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities, provided that, should a job action be taken against an organization other than the City, an employee shall not be required to cross that picket line if the employee feels their personal safety or the safety of City equipment is in danger.

- B. Provided that the City Council determines to its satisfaction, that subsection A of this section has been violated by the Affiliation, the City may take such remedial action as it deems appropriate.
- C. Nothing herein shall otherwise preclude the Affiliation or an individual from lawfully engaging in Constitutionally guaranteed freedom of expression.

#### **40. Past Practices**

Nothing contained in this MOU shall be interpreted as to imply or permit any employee rights or privileges other than those expressly stated herein.

The City and the Affiliation agree that only those past practices, standards, obligations and/or other commitments of the City to its employees which are expressly stated herein shall be in full force and effect during the term of this MOU.

All other past practices, standards, obligations or commitments, whether written or unwritten are within the scope of Article 1 of this MOU.

Notwithstanding the foregoing, during the term of this agreement when Affiliation contends that City should comply with a past practice, the Affiliation shall attempt to resolve the issue with City informally; and if not then resolved, by using the grievance procedure.

#### **41. Layoff Policy**

Purpose: It is recognized by the Affiliation that, when, due to fiscal, operational or organizational reasons, it is necessary to reduce City employment, such action and its implementation, except as qualified herein, shall be at the sole discretion of the City. When it is deemed necessary to reduce City employment by layoff of employees, the layoff procedure shall protect the right of the City to retain the most qualified employees, while also recognizing the relative seniority of affected employees. The following layoff policy is adopted to accomplish this purpose.

- A. Section 1:  
The City shall have the sole right to determine which class or classes shall be subject to layoff.
- B. Section 2:

The order of layoff of employees within a class or classes subject to layoff, shall be:

1. Provisional or temporary employees.
2. Part-time employees.
3. Probationary employees.
4. Permanent employees.

Within each of the first three (3) categories, the order of layoff shall be at the discretion of the appointing authority. Order of layoff of permanent employees shall be according to seniority with the employees having lowest seniority to be laid off first. Among employees with equal seniority, the order of layoff shall be determined by the appointing authority.

C. Section 3 - Seniority Determination

1. Each employee's seniority shall be accrued and shall be determined by time of service in the classification the employee is working at the time a layoff is being imposed.
2. Employees subject to layoff may first displace employee of lower seniority in the same or any comparable classification, as determined by the City Manager. As a second alternative to layoff, employees subject to layoff may take voluntary demotion to any lower classification within the same division of this unit in which the employee had prior permanent status, provided a vacancy exists, or the demotee has higher seniority than an employee working in that classification, -or- as a third alternative, an employee subject to layoff may take a voluntary demotion to a vacant position in a lower classification provided the employees can, through a non-competitive examination, establish proof to the satisfaction of the appointing authority that he is capable of performing the job.
3. In the event, the demotee in all the above alternatives has equal seniority with the least senior employee working in the lower classification; the employee to be laid off shall be determined by total seniority within the unit. If such unit seniority is also equal, the employee to be laid off shall be determined by the appointing authority.

D. Section 4 - Notice

Employees subject to layoff shall be given not less than fifteen- (15) days written notice (or pay equivalent), by mail or in person with concurrent notice to the Affiliation. Seniority lists shall be made available to employees and Affiliation upon request; and City shall meet and discuss the layoff and alternatives upon Affiliation's request, but such meeting shall not stop the layoff unless City otherwise agrees.

E. Section 5 - Re-Employment



Employees laid off or demoted in lieu of layoff shall have a priority right of return to their prior class or to any lower class in the same or comparable classification series. This right shall remain effective for two (2) years from the date of demotion or separation from the service.

F. Section 6 - Seniority Rights After Resignation and Rehire

Seniority for reinstated employees who have voluntarily resigned and then rehired in accordance with Personnel Rules and Regulations, shall have their layoff seniority computed from the date of reinstatement with no seniority credit given for prior years' service.

**42. Transfer/Promotion to Permanently Vacant Positions**

A. Transfers

Transfer is defined as internal movement of a particular class of employee from one work section to the same or similar classification (with the same salary range) in another work section. Transfer opportunities will be posted by the Personnel Division in February and August of each year. If an employee is interested in working in a different work section they must complete an interest card during February, August, at the time of the classification change, and at the initial hire date. Employees who have a classification change and have an interest in transferring to another section must request for transfer in writing to Personnel/Risk Management within ten (10) calendar days following the effective date of the employees classification change. The posting periods will be posted for ten days. If a position becomes available the Personnel Division will review the interest cards and forward the qualified employees to the work section requesting the transfer opportunity. Such vacancies may be filled from the qualified employees who respond to the interest card in a timely fashion. If there is no response to the interest card or if the respondents do not meet the needs of the Department, the City reserves the right to transfer or otherwise fill the vacancy consistent with the City rights defined in Section 1 of this MOU.

B. Promotions

Vacancies in promotional positions shall be filled by promotion from within after a promotional examination has been given and a promotional list of no less than three (3) qualified applicants is established. If there are fewer than three (3) qualified applicants for a promotional examination, or if fewer than three (3) applicants pass a promotional examination, an open examination will be given to establish a hiring list. For the purposes of this section the following positions shall be considered "promotional", and shall be filled from an eligibility list established from a promotional examination:

1. Building Maintenance Leadworker	2. Disposal Leadworker
3. Equipment Mechanic	4. Equipment Operator
5. Fleet Maintenance Leadworker	6. Landfill Leadworker
7. Maintenance Leadworker	8. Parks Maintenance Leadworker
9. Sanitation Operator	10. Street Sweeper Operator
11. Water Systems Technician	

C. Open Appointments/Promotions

Vacancies in any positions not stipulated as a “promotional” position, shall be filled after an open exam has been given and a list of qualified applicants is established. Nothing in this section is intended to prohibit existing employees in different job classifications from taking an open exam and filling an open position. For the purposes of this section, the following positions shall be filled from an eligibility list established from an open examination.

1. Assist. Building Maintenance Technician	2. Assist. Water Systems Technician
3. Building Maintenance Technician	4. Building Maintenance Worker
5. Electrician	6. Equipment Mechanic Assistant
7. Equipment Service Worker	8. Fleet Maintenance Service Writer
9. Maintenance Worker	10. Meter Reader
11. Parts Clerk	12. Utility Worker
13. Water Treatment Plant Operator	

D. Management Option for Determination of Promotional or Open Appointment/Promotional Process

Vacancies in the below positions may be filled via internal promotion or open appointment/promotion as determined by the Department Head and may vary for each recruitment. The Department Head will provide the bargaining unit president an opportunity to discuss and review the recruitment strategy prior to the launch of the recruitment.

1. Parks Senior Maintenance Worker	2. Senior Maintenance Worker
------------------------------------	------------------------------

- E. Employees who participate in the promotional process and who are not selected for promotion may consult with their supervisor regarding the reasons why they were not selected, and discuss how they may prepare for future promotional opportunities.



**43. Operational Necessity**

In case of an emergency, the seniority provisions of this agreement shall not preclude the City from using qualifications as a criteria to override the seniority provisions hereof.

**44. Sole Agreement**

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, these policies shall prevail.

If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of this 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 Affiliation. Any such changes validly made shall become a part of this MOU and subject to its terms.

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.

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.

**45. Severability**

In the event any article, section, or portion of this MOU should be held invalid and unenforceable in any court of final jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the court's decision, and upon issuance of such a decision, the City and the Affiliation agree to immediately meet and confer upon a substitute for the invalidated article, section, or portion thereof.

**46. Term of Memorandum of Understanding**

This MOU shall remain in effect for the period of July 1, 2022, through and including June 30, 2025, unless a specific provision provides for a different commencement and/or termination date. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit.

The provisions of this MOU shall not be altered, amended, or added to except by the mutual written agreement of the City and the Affiliation. Either party may request the other to consider changes in provisions of the MOU; such request shall be in writing. Neither party is, however, obligated to agree to re-initiate the meet and confer process.

The Affiliation membership has ratified the contents of this MOU by their affirmative vote on June 30, 2022

The City Council has adopted the contents of this MOU on July 5, 2022.



**For the CITY:**

  
\_\_\_\_\_  
John Holt, City Manager

  
\_\_\_\_\_  
Lori Shively, City Negotiator

  
\_\_\_\_\_  
Shonna Halterman, Lead City Negotiator

  
\_\_\_\_\_  
Rob Rush, City Negotiator

  
\_\_\_\_\_  
Glenn Eastes, City Negotiator

**For the AFFILIATION**

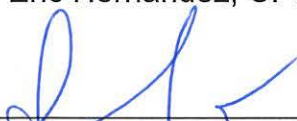
  
\_\_\_\_\_  
Steve Mejia, CPWEA President

  
\_\_\_\_\_  
Davy Arizmendez, CPWEA Negotiator


  
\_\_\_\_\_  
Ryan Kajitani, CPWEA Negotiator

  
\_\_\_\_\_  
Karyn Chilpigan, CPWEA Negotiator

  
\_\_\_\_\_  
Eric Hernandez, CPWEA Negotiator

  
\_\_\_\_\_  
Adam Stahl, CPWEA Negotiator

  
\_\_\_\_\_  
Allen Dunbar  
CPWEA/OE3 Chief Negotiator

ATTEST:   
\_\_\_\_\_  
Karey Cha, City Clerk

Date: 7/7/2022

## Side Letter Agreement between the City of Clovis and CPWEA

### COVID Premium Pay

As an acknowledgement for employees who worked during the City of Clovis declared COVID-19 emergency order from March 16, 2020 through March 14, 2022, the City will provide COVID Premium Pay as follows:

- A. For the time period from March 16, 2020 through March 15, 2021, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee's timesheet in payroll codes: 3001, 3003, 3005, and 3159.
- B. For the time period from March 16, 2021 through March 14, 2022, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee's timesheet in payroll codes: 3001, 3003, 3005, and 3159.

The COVID Premium Pay, as described A and B above, will be paid to only current employees, and payment will be made in one lump sum within 30 days following bargaining unit ratification and City Council approval of a new three-year MOU with a term of July 1, 2022 through June 30, 2025. "Current employee" is defined as an active employee of the City of Clovis on the day this side letter is approved by City Council.

Employees may voluntarily choose to divert some or all of the COVID Premium Pay funds into their Deferred Compensation 457 plan with the following requirements:

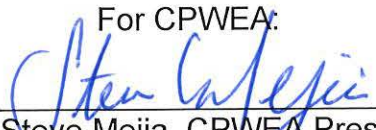
- The employee's 457 plan contributions must be below the annual cap (including both City and employee contributions).
- No later than one full pay period prior to the COVID Premium Pay cash out, the employee must complete a form in Personnel changing the amount of deferred comp contribution.
- No later than the date of the COVID Premium Pay cash out, the employee must complete another form in Personnel returning their deductions to their prior level for following pay periods.

Any funds paid directly to employees will be subject to standard payroll deductions.

For the City of Clovis:


  
\_\_\_\_\_  
Rob Rush, City Negotiator

For CPWEA:

  
\_\_\_\_\_  
Steve Mejia, CPWEA President




  
Glenn Eastes, City Negotiator

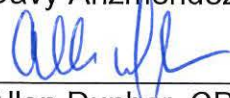
  
Shonna Halterman, City Negotiator

  
Lori Shively, City Negotiator

Attest:

  
Karey Cha, City Clerk

  
Davy Arizmendez, CPWEA Negotiator

  
Allen Dunbar, CPWEA/OE3 Chief  
Negotiator

  
Karyn Chilpigan, CPWEA Negotiator

Date: 7/7/2022

**Sideletter Agreement between the City of Clovis and CPWEA  
To 2022-2025 MOU regarding Creation of Sanitation Operator**

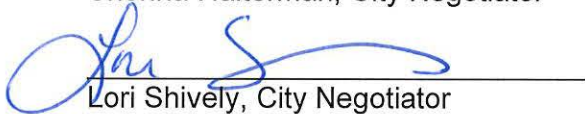
CPWEA agrees to the creation of a Sanitation Operator position, in the hierarchy between Utility Worker and Senior Sanitation Operator once the City and CPWEA has met and conferred regarding the job description and qualifications.

The new Sanitation Operator position would be filled through a promotional recruitment following article 42B of the MOU.


Once a Sanitation Operator has reached Step 4, they can flex to Senior Sanitation Operator if they meet the qualifications outlined in article 32 of the MOU.

For the City of Clovis:

  
Shonna Halterman, City Negotiator

  
Lori Shively, City Negotiator

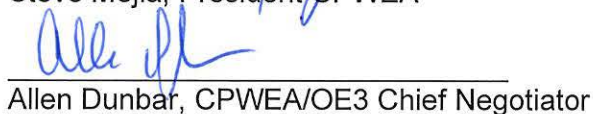
  
Glenn Eastes, City Negotiator

  
Rob Rush, City Negotiator


  
Kathy Newberry, City Negotiator

For CPWEA:

  
Steve Mejia, President CPWEA

  
Allen Dunbar, CPWEA/OE3 Chief Negotiator

  
Davy Arizmendez CPWEA Negotiator

  
Karyn Chilpigan, CPWEA Negotiator

  
Ryan Kajitani, CPWEA Negotiator

ATTEST:   
Karey Cha, City Clerk

Date 7/7/2022



**Sideletter Agreement between the City of Clovis and CPWEA  
To 2022-2025 MOU regarding Senior Maintenance Worker Classifications**

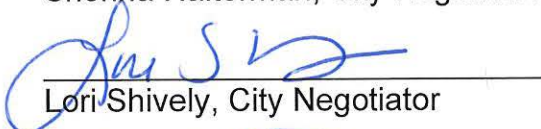
CPWEA agrees to create a committee made up of affected employees from each section to consider the broader scope of Senior Maintenance Worker classifications (except Parks Senior Maintenance Worker) potential specialization of other work groups/sections, transferability limitations, impacts on flexible staffing, and the potential of how the promotional process could be required in the future.

CPWEA committee meetings will be held on the employee's own time, however, the group may use City facilities as a meeting place. The committee will be responsible to provide the City with options to explore and consider in this endeavor.


Following the committee meeting(s), CPWEA will schedule a meeting with the committee spokesperson and the Public Utilities Director to discuss their findings. Meetings with the spokesperson and Public Utilities Director will be paid time at the regular rate of pay.


For the City of Clovis:

  
Shonna Halterman, City Negotiator

  
Lori Shively, City Negotiator

  
Glenn Eastes, City Negotiator

  
Rob Rush, City Negotiator


  
Kathy Newberry, City Negotiator

For CPWEA:

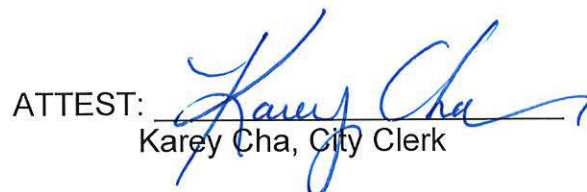
  
Steve Mejia, President CPWEA

  
Allen Dunbar, CPWEA/OE3 Chief Negotiator

  
Davy Arizmendez CPWEA Negotiator

  
Karyn Chilpigan, CPWEA Negotiator

  
Ryan Kajitani, CPWEA Negotiator

ATTEST:   
Karey Cha, City Clerk

Date 7/7/2022

## Side-Letter Agreement between the City of Clovis and CPWEA


This will confirm and memorialize the understanding reached between the City of Clovis through its representatives and the CPWEA Bargaining Unit concerning the CPWEA request related to work schedule for Facilities Maintenance employees:

1. On a trial basis, from May 1, 2022 to June 30, 2025, reviewing annually whether to continue the program, the City will consider requests from Facilities Maintenance employees to work an alternate schedule consisting of 80 hours in 9 work days.
2. The approval of an alternate work schedule is dependent on it not increasing costs to the City, not negatively impacting service to internal departments or the community, and not reducing the efficiency or productivity of the employee.
3. The alternate work schedule may be suspended or terminated at any time at the discretion of the Department Head. Employees shall gain no rights to work an alternate work schedule.
4. No more than two employees will be allowed to have the same regularly scheduled day off in the unit. Management will approve the day off schedule.
5. Employees will not be allowed to swap regular days off with other employees
6. For purposes of **MOU Section 9.A. Workweek**, the following terms are applicable. "For employees assigned to a 9/80 work schedule, each employee's designated FLSA workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off."

The provisions of this side-letter become effective when fully executed by all parties and will remain in effect until June 30, 2025 unless this side letter is replaced by a subsequent side letter.

For the City of Clovis:

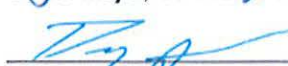
  
Shonna Hallerman, General Services Director


  
Stephen Frankian, Facilities Maint/Purchasing Mgr.

  
Lori Shively, Personnel/Risk Manager

For CPWEA:

  
Steve Mejia, CPWEA President

  
Davy Arizmendez, CPWEA Negotiator

  
Karyn Chilpigan, CPWEA Negotiator

Attest:   
Karey Cha, City Clerk

Date: April 28, 2022






## Side-Letter Agreement between the City of Clovis and CPWEA

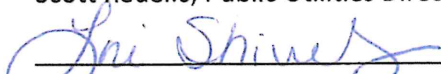
This will confirm and memorialize the understandings reached between the City of Clovis through its representatives and the CPWEA Bargaining Unit on September 15, 2022, concerning the Commercial Driver's License (CDL) Program "Reimbursements". The Parties hereby agree to the following terms notwithstanding section 33.A. of the Memorandum of Understanding (MOU).

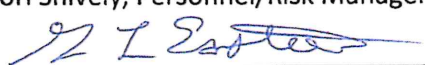
1. From July 1, 2022, to June 30, 2025, the City will allow fulltime employees that are in their probationary period with the City, and have been approved for reimbursement in obtaining a Commercial Driver's License, to be exempt from the condition in Article 33.A. that states "employees must have completed their initial probationary period with the City". To qualify for this exemption, the employee must be in good standing with the City, and the CDL school and future reimbursement must be approved by management in consistency with the MOU.
2. This action may be suspended or withdrawn at any time at the discretion of the Department Head. However, this will not apply to employees that received prior permission from management for reimbursement to attend a CDL program.

The provisions of this side-letter become effective when fully executed by all parties and will remain in effect until June 30, 2025, unless this side letter is replaced by a subsequent side letter. All provisions of the MOU not expressly amended by this side-letter shall remain in full force and effect.

For the City of Clovis:

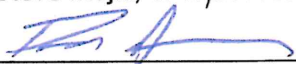
  
\_\_\_\_\_  
Scott Redelfs, Public Utilities Director


  
\_\_\_\_\_  
Lori Shively, Personnel/Risk Manager

  
\_\_\_\_\_  
Glenn Eastes, Asst. Public Utilities Director

For CPWEA:

  
\_\_\_\_\_  
Steve Mejia, CPWEA President

  
\_\_\_\_\_  
Davy Armendariz, CPWEA Vice-President

  
\_\_\_\_\_  
Ryan Kajitani, CPWEA Secretary

Attest:

  
\_\_\_\_\_  
Karey Cha, City Clerk

Date:

10/10/2022

**Side Letter Agreement between the City of Clovis and the Clovis Public Works  
Employee's Association Amending the current 2022-2025 MOU**

This Side Letter of Agreement, entered into on August 21, 2023, is made by and between the City of Clovis (the "City") and the Clovis Public Works Employee's Association (CPWEA).

Whereas, the City and CPWEA wish to identify the designated holidays for paid holiday time. By executing this side letter agreement, the City and CPWEA agree that Article 22 and 23 of the Memorandum of Understanding (MOU) between the City and CPWEA is hereby amended as follows:

**22. Holidays**

- A. The holidays listed below will be recognized as eight (8) hour holidays during the term of this Agreement:
  - 1. New Year's Day (January 1)
  - 2. Martin Luther King Jr. Day (3rd Monday in January)
  - 3. All Presidents Day (3rd Monday in February)
  - 4. Memorial Day (last Monday in May)
  - 5. Independence Day (July 4)
  - 6. Labor Day (first Monday in September)
  - 7. Veteran's Day (November 11)
  - 8. Thanksgiving Day (as declared in November)
  - 9. Friday after Thanksgiving Day
  - 10. Christmas Day (December 25)
  - 11. Employee's Birthday or a substitute day to be selected by mutual agreement of the employee and the employer.
  - 12. The latter four hours of the last workday before Christmas Day or New Year's Day. In order to maintain operations, department heads shall have discretion over scheduling which day employees select, i.e., Christmas Day or New Year's Day.
- B. If during the term of this agreement the City Council determines to add any additional City-wide paid holidays, the holiday will be added to the list above and an additional 8 hours holiday pay allocated.
- C. Whenever any such above described recognized holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever any such above-described recognized holiday falls on a Sunday, the following Monday shall be considered a holiday.
- D. Whenever an employee is required to work on a recognized holiday, he shall be paid for the holiday and an additional payment at time and one-half of



the straight time rates (i.e. 2-1/2 times the usual straight time rate), except for employees who receive a Holiday Time Bank.

- E. Employees may request and may receive Good Friday off provided they have either adequate CTO or accrued vacation time or are granted leave without pay.
- F. An employee shall be paid for each of the above holidays only when the employee is on a paid status the workday immediately prior to and the workday immediately after the holiday.

### **23. Holiday Time Bank**

- A. Employees assigned to the Surface Water Treatment Plant whose regularly assigned shift exceeds eight (8) hours per day shall be provided with a Holiday Time Bank in lieu of Section 22 above.
- B. Employees shall receive 84 hours of paid compensation 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. In addition to the 84 holidays hours, employees will receive a Birthday Day or substitute day to be selected by mutual agreement of the employee and the employer as stated in #11 of Article 22.A above. The Birthday Day is not subject to the annual cash out.
- C. No later than June 30 each year, employee shall sign a statement of intent indicating the number of holiday time hours that they intend to use during the year, and the number of hours that they intend to cash out to a maximum of 84 hours. The prorated value of holiday hours to be cashed will be reported to PERS each pay period as required by CalPERS and will be cashed out on June 30 at the end of the fiscal year.
- D. If an employee terminates employment with the City prior to June 30, any pro-rata holiday time cashed-out or used in excess of 7 hours per month will be deducted from the employee's final paycheck. If an employee terminates employment prior to June 30, all unused holiday time earned that does not exceed 7 hours per month on a pro-rata basis will be cashed-out to the employee.
- E. If during the term of this agreement the City Council determines to add any additional City-wide paid holidays, the holiday will be added to the list in Article 22.A above and an additional 8 hours holiday pay allocated.

Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter of Agreement shall be incorporated into the MOU as adopted.

Authorized representatives of the City and CPWEA have met and conferred in good faith, and the parties agree to adopt this side letter agreement as of the date above.

For the CITY:

  
\_\_\_\_\_  
John Holt, City Manager


  
\_\_\_\_\_  
Shonna Halterman, General Services Director

For the ASSOCIATION

  
\_\_\_\_\_  
Steven Mejia, CPWEA President

  
\_\_\_\_\_  
Allen Dunbar, Labor Rep for CPWEA

ATTEST:

  
\_\_\_\_\_  
Karey Cha, City Clerk

DATE:

8/20/23