

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CLOVIS AND THE
TRANSIT EMPLOYEES BARGAINING UNIT**

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 Transit Employees Bargaining Unit/Operating Engineers Local # 3, (TEBU/OE3), having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

1. Unit Description

A. Recognition of Exclusive Representative: The City agrees to acknowledge, pursuant to Sections 3500 et seq of the California Government Code, TEBU/OE3 as the exclusive recognized employee organization representing full-time non-management, transit permanent and probationary employees in the listed paragraph B below, until such time as TEBU/OE3 fails to obtain a majority of the vote of the employees in that bargaining unit during a decertification election. As the exclusive recognized employee organization, TEBU/OE3 shall have the right and obligation to meet and confer and reach agreement with the City regarding the determination of wages, hours, and other terms and conditions of employment for employees represented by the TEBU/OE3 organization. Nothing in this article shall be construed as violative of any requirement or provision of the Meyers-Milias-Brown Act.

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

1. Bus Driver
2. Lead Bus Driver
3. Transit Dispatcher

C. New classifications approved by the City Council and determined to be appropriately placed within this unit shall automatically become part of this unit upon such determination and shall immediately be covered by the terms of this MOU. The City shall notify TEBU/OE3 in writing whenever new classifications are assigned to the TEBU/OE3 bargaining unit. Such notification shall be provided prior to Council adoption of a new classification.

2. Purpose

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

recognizing in accordance with City policy any employee whose performance is determined by City to be outstanding.

3. City Rights

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

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

4. Employee Rights

Consistent with the Meyers-Milias-Brown Act, found in the California Government Code beginning with Section 3500, 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.

5. Dues Deduction

Payroll Deductions/Dues shall be in accordance with applicable law.

6. Union Access

The City and TEBU/OE3 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.

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 Union will be responsible for attending the orientation. Personnel will not follow up after the first notification.

- The amount of Union Representatives present during the orientation is limited to two representatives.
- Time allotted for union access during the orientation will be fifteen (15) minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1st and 16th of the month. If the 1st or 16th is on a weekend or a holiday the orientation will be on the first working day after the 1st or 16th.
- 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 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.

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.

Access to current employee personal information

Both the City and TEBU/OE3 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 TEBU/OE3 once a year. The personal information will be distributed to the Union President once per calendar year by the 15th of January.

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. The personal information distributed will be the information that is required by AB 119.

Opt-Out Provision

If the employee opts out and does not want their personal information distributed, the City will send TEBU/OE3 the employee's name, work phone, job title, and work location.

7. Non-Discrimination

The City and TEBU/OE3 agree not to discriminate against any employee in accordance with applicable laws.

8. Wage Scale and Retirement Contributions

A. Wage Scale - The City shall maintain the wage scale for all positions represented in this bargaining unit as found in Exhibit A, attached.

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

1. Fiscal Year 2022-2023: The following wage adjustments shall become effective on the first day of the first payroll period following TEBU/OE3 ratification and City Council approval of this MOU.
 - All positions shall receive a 5.0% wage increase.
 - Bus Driver classification shall receive a 10.0% equity adjustment for a total increase of 15.0%.
 - Lead Bus Driver classification shall receive a 0.72% equity adjustment for a total increase of 5.72%.
 - Transit Dispatcher classification shall receive a 0.29% equity adjustment for a total increase of 5.29%.
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.

C. Retirement

1. The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer contributions. Employees shall make contributions into the PERS fund provided for in C. 2 and C. 3 below.

2. PERS Classic Employees (per 2013 PEPR regulations)

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

3. PERS New Members (per 2013 PEPR regulations)

Employee Paid Member Contribution	6.75%*
Employee Cost Share of City PERS Cost	<u>8.40%</u>
TOTAL:	15.15%

*Pursuant to PEPPRA 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 TEBU/OE3 prior to implementation of any rate changes to New Employee EPMC.

4. The Employee Cost-Sharing amounts specified in C. 2-3 above shall apply to employees classified as "PERS Classic Employees" and to employees classified as "PERS New Members", as defined by 2013 PEPPRA regulations.
5. For all employees classified as "PERS Classic Employees" (per 2013 PEPPRA 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 PEPPRA regulations), the City will continue to provide the benefit known as "PERS 3 Year Final Compensation".

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

E. Deferred Compensation

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

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

If the maximum dollars available for the contributory deferred compensation program for this unit are not utilized in any fiscal year, the remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject

to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

F. Credit for Unused Sick Leave

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 Section 20965).

9. Health, Life, and Dental Insurance Compensation

- A. The City and TEBU/OE3 agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.
- B. The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.
- 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 representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.
- 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. Health Premium Rebate

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

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

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

Employees who choose to discontinue health coverages through the City shall continue to receive City-provided life insurance coverage and employee assistance program (E.A.P.) benefits. To be eligible for this incentive, employees must: (1) notify the City's Personnel Division of their decision to discontinue health coverage during the City's annual health insurance open enrollment period; (2) verify in writing that they have group medical coverage from another source; and (3) verify to the City that discontinuance of health coverage does not constitute a violation of any court order or other legal obligation to which the employee may be subject. In the event that an employee who has opted-out of the City's health coverage subsequently loses 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.

G. Supplemental Life Insurance

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

The City shall be responsible for selecting the life insurance provider. Prior to selecting a provider, the City shall consult with TEBU/OE3 representatives.

H. State Disability Insurance

The members of TEBU/OE3 agree to pay for State Disability Insurance premiums for a minimum of two calendar years in accordance with the State Unemployment Insurance Code Rules and Regulations. It is further understood by TEBU/OE3 that the City allows State Disability as a non-vested benefit to be available to TEBU/OE3 members provided the City does not incur a contribution obligation.

10. **Holidays**

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

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (3rd Monday in January)
3. All President's Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (as declared in November)
9. Friday after Thanksgiving Day
10. The latter four (4) hours of one workday any day between December 24 and December 31. In order to maintain operations, the Department Head or designee shall have discretion over scheduling which day employees select.
11. Christmas Day (December 25)
12. One (1) floating day to be used for employee birthday or any other work day selected by mutual agreement of the employee and employer.

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

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

D. An employee shall be paid for each of the above holidays only when the employee is on a paid status the work day prior to and the work day immediately after the holiday. Paid status shall mean the employee is on approved vacation

leave, sick leave, holiday, compensatory time off, bereavement leave, jury duty or actually at work.

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

11. Sick Leave

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

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

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

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

E. After an employee in this unit accumulates 192 hours of unused sick leave, the employee may receive a cash payback of a portion of the unused sick leave accumulated during the previous 12 month period. Employees in this unit must notify the Finance Department by November 15 if they wish to receive the sick leave incentive as a cash-out or if it is to be deposited in their Deferred Compensation account. The payment shall be paid once a year, on the first paycheck after November 16, and the hours available for payback shall be based on the following schedule:

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

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

F. Medical Appointments

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

G. Sick Leave Cash Out at Retirement

1. 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.
2. Employees wishing to participate in this benefit shall notify the Personnel / Risk Management Division of their intention within thirty (30) days of their retirement date by completing a Sick Leave Cash-Out Benefit form.
3. Unused sick leave hours will be cashed-out as noted above. The sick leave hours that remain after the cash-out will be certified to PERS for the benefit known as "Credit for Unused Sick Leave."

12. Family Illness Leave

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

For the purposes of this Section, "immediate family" shall include the husband, wife, registered domestic partner, mother/step, father/step, brother/step, sister/step, child/step, grandparent or legal dependent of the employee.

B. Family Illness Leave Act - The City and TEBU/OE3 agree to comply with the legal requirements of "The Family and Medical Leave Act of 1993" (FMLA), as amended and "The California Family Rights Act of 1991" (CFRA), as amended (collectively referred to as the "ACTS") and detailed in the City of Clovis Administrative Memo 94-2, as amended.

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

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

13. Vacation

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

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

The time at which the employee shall be granted a vacation is at the discretion of the Department Head. Employee seniority, as defined in Section 26, shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.

14. Overtime

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

B. Overtime pay for an extra shift or special trip will be paid when the actual hours worked exceed the regularly scheduled shift for that week. Hours taken for paid leave (i.e., sick leave, vacation, CTO, or other paid leave) during the regularly scheduled shift will not be considered "actual hours worked" for the purpose of calculating overtime.

C. The City shall have the right to require employees to work whenever necessary. The City reserves the exclusive right to determine whether or not an employee possesses the qualifications necessary to perform the scheduled overtime task.

D. Eligible employees will be notified of overtime assignments in the following manner:

- Global notification via on-line scheduling for shifts that require coverage at least 24-hours in the future.
- Notification individually for shifts less than 24-hours in the future.

Assignments will be given in seniority order as determined by the date of full time employment with the City. In the event it is not possible to staff the full time shift

overtime assignment with TEBU/OE3 employees the City will assign the work to other employees.

E. Planned and unplanned absences that affect shifts of other employees will be filled with other employees unless it creates overtime at time and one half for the other employee. In that case, the overtime assignment will be offered to full time employees in seniority order as noted in 'D' above before it is offered to other employees.

F. Special trips will be posted for a minimum of 72 hours, at least thirty (30) days in advance, when possible, to advise employees of the additional work shift opportunities. Special trips include bus rentals or trolley trips such as weddings, the Fair, Citizens Academy, Parades, recognized City holidays, or other similar events. Employees who are interested in these assignments must apply using the on-line scheduling software, during the 72 hour posting, indicating their availability and commitment to work the special trip. Special trips will be offered to employees on the basis of seniority. In the event it is not possible to staff the special trip with TEBU/OE3 employees the City will assign the trip to other employees.

G. When an employee accepts an overtime assignment it is their responsibility to work the scheduled shift. If the employee is unable to work the overtime shift it is their responsibility to find a replacement who can work the shift and notify the supervisor of the replacement as soon as possible. An employee who twice accepts an overtime assignment and is unable to work the assignment, and is twice unable to find an eligible employee to work the assignment in their place, will be removed from the seniority list for overtime opportunities for six (6) months.

15. Specialty Pay

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

Weekend Differential Pay for Lead Bus Drivers

Lead Bus Drivers or Transit Dispatchers regularly scheduled to work any hours from 12:01am on Saturdays through 11:59pm on Sundays shall receive an additional 10% stipend. Lead Bus Drivers or Transit Dispatchers who work an extra shift or trolley trip, attend a weekend training on their regular day off, participate in a bus rodeo, or any other weekend hours not part of their regular schedule, will not be entitled to receive the additional stipend.

16. Standby Pay

A. Employees who have been directed by their supervisor to remain available for possible callback to work shall receive compensation for Standby Time for the period of time the employees are on standby status. In order to be compensated for Standby Time, an employee must:

1. Be notified by their supervisor that the employee has been assigned to Standby Time for a specified period of time; and,
2. Respond to telephone calls on the designated standby phone during the period in which they are assigned to Standby Time and take adequate steps to provide shift coverage or solve the issue at hand; and,
3. Be able to report to work within 45 minutes of notification during the period in which they are assigned to Standby Time.
4. Employees assigned to Standby Time who have been authorized to return to the worksite by their supervisor shall receive Call Back compensation pursuant to Section 22.

B. Employees assigned to Standby Time will be paid a premium of 25% of their weekly salary for each week they are assigned and scheduled to standby status by the supervisor. The assigned employee will return and / or pick-up the sick call telephone from the supervisor or designee on the designated day. Standby time of less than or more than one (1) week will be compensated on a pro-rata basis.

17. Safety Incentive Program

A. The City shall pay a safety incentive bonus to each eligible employee on December 16th of each year. 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

B. "Eligible employee" is defined as an employee who has not had a preventable job-related injury, lost time from work due to a preventable job-related injury, had a disciplinary action for a significant safety violation resulting in a written warning or more severe disciplinary action, had an at-fault accident, or failed to maintain required licenses / certifications which resulted in an inability to perform their assigned duties, for at least two (2) years. If an employee fails to meet the above criteria for receipt of the safety incentive bonus, the employee shall not be eligible for and will not receive the safety incentive bonus until the employee once again meets the eligibility requirements listed above.

C. The time period for calculating the bonus shall be a minimum of two (2) years without any of the violations listed above. The time period shall reset following a

violation. Due to the recordkeeping necessitated by this incentive, the "start date" for accrual of injury and accident-free time shall be December 1, 2012. No credit will be given for periods of time before that date.

D. In order to receive the safety incentive bonus, each employee must submit an application to the Transit Supervisor, no later than November 1 of each year, certifying that they meet the criteria listed above for receiving a bonus. The Transit Supervisor shall be responsible for reviewing and approving the employees' Safety Incentive application.

18. Compensatory Time-Off

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

B. Employees shall be allowed to cash-out up to 40 hours of their accumulated CTO during the first pay period in December. Up to 40 additional hours of accumulated CTO may be deposited into the employee's ICMA 457 plan during the first pay check after November 16. Employees wishing to cash-out CTO must notify the Finance Department in writing by November 15 of their desire to cash-out CTO and how many hours they wish to cash-out or deposit in their Deferred Compensation account.

19. Bereavement Leave

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

20. Donation of Leave Time

A. A voluntary donation of vacation time or CTO time or personal leave time (i.e., floating holiday time) from one employee to another may be permitted for the purpose of providing a full-time employee with paid leave time for the care of themselves, or an immediate family member, who is suffering from a debilitating illness or injury as determined by a physician or other qualified health care provider. Employees in this bargaining unit can donate to and receive donations

from employees in other bargaining units. Employees may request a donation of vacation, CTO, or personal leave time from other employees under the following circumstances.

B. The employee requesting receipt of the donation of time must have less than eighty (80) cumulative hours accrued sick leave, vacation and /or CTO leave time at the time the request is made.

C. Donations of time shall be made in minimum donations of four (4) hour blocks of time.

D. Donation of leave time requests shall be processed through the Personnel/Risk Management Division and will be received for at least four (4) weeks.

E. Donated hours shall be converted from the donor's hourly rate of pay to the recipient's rate of pay. All hours donated shall be converted to sick leave hours and credited to the recipient.

F. Donations will be provided to the requesting employee in the order they are received for processing in any given period. As a result, all leave donations will be date stamped and numbered before processing. The donating employee will receive notice of the leave adjustment when processed.

G. If donations greater than the number of hours needed for the immediate pay period are received, they will be held by Personnel/Risk Management for the ensuing pay period(s) and processed at that time.

H. When the reason for requesting the donated hours no longer exists or if the donations received are greater than the amount of hours needed by the requesting employee, the hours donated but not used/processed will not be deducted from the donating employees leave balance except that donated hours will be used to ensure that employee requesting leave donations will be left with a cumulative balance of no less than 80 hours of vacation, CTO and sick leave to the extent that leave donations and normal accruals provide such a balance.

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

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

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

21. Leave of Absence Without Pay

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

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

22. Minimum Callback Pay

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

23. Mileage

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

24. Jury Duty

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

25. Grievance Procedure

The City and TEBU/OE3 agree that all parties shall utilize the existing appeals mechanism provided for within the City of Clovis' Personnel Rules and Regulations for all cases regarding discharge or suspension, unless and until appropriately modified at the initiation of the City.

Policy Statement

TEBU/OE3 employees herein are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the Personnel Officer.

Purpose

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

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

1. **Grievance:** A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this MOU and all other terms and working conditions of employment.
2. **Conferee:** A conferee is an individual who, at the request of the employee, is invited to participate in a grievance conference.
3. **Aggrieved Party:** Aggrieved party is the employee or group of employees or City making the claim.
4. **Days:** The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.

Implementation Procedures: Any grievance of a disciplinary matter brought before the Personnel Commission according to the manner and procedures specified in the City's Personnel Rules and Regulations shall proceed according to the below-described manner and procedure:

- a. Level One - Oral Discussion With Immediate Supervisor: An aggrieved party shall orally present the aggrieved party's grievance to their immediate supervisor within fifteen (15) days of the occurrence of the event being grieved, or within fifteen (15) days after the employee becomes aware of the event being grieved.

The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

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

- (1) A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
- (2) A description of the general and specific grounds for the grievance.
- (3) A listing of the specific actions and events alleged to be in violation (including witnesses).
- (4) A statement of the reasons why the specific actions identified above are in violation of this Section.
- (5) A listing of the specific actions which the aggrieved employee believes would best remedy the aggrieved employee's grievance.

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

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

fifteen (15) days of the conference, the aggrieved party must then file a written appeal as provided for in Level Four.

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

- (1) The request shall be in writing and shall include the same information as described in the previous claim in Level Two. This shall be in the form of a separate written request, and said request shall be accompanied by a copy of the written claim filed at Level Two and Level Three.
- (2) The Board of Review or Assistant City Manager shall have available 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 or Assistant City Manager shall conduct such hearings as it deemed necessary. At least two (2) days' notice of any scheduled hearing should be given.
- (4) Within a reasonable time after the conclusion of the hearing, the Board of Review or the Assistant City Manager shall submit the Board's written advisory findings of facts and written advisory decision to both the City and the aggrieved party.
- (5) The Board of review shall be made up of three members, one selected by the Grievant, one selected by the City and the third selected by the first two from among those individuals currently serving on the City's Personnel Commission.

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

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

- (1) Any party to a grievance may, at any point in the process outlined, have a conferee.
- (2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.

- (3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- (4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived their grievance. This shall not apply when the aggrieved party requests an opportunity to address the Council. Decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.
- (5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessary indicate agreement to the factual content.
- (6) Any costs of operating the grievance procedure shall be borne jointly by the City and the 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.

26. Lay-Off

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

B. Statement of Intent: In the event the City should anticipate a lay-off of employees covered by this MOU, the City will notify TEBU/OE3 of its intention to make lay-offs. Within ten (10) days of this notice, either party may agree to reopen this MOU to meet and confer on the topic of cost savings in an effort to avoid a lay-off. Nothing in this section relinquishes the City's right to lay-off employees in the unit if the MOU is reopened and the parties fail to reach a mutually acceptable agreement to avoid a lay-off.

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

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

- a. Temporary Employees
- b. Contractual Employees
- c. Permanent Part-Time Employees
- d. Probationary Employees
- e. Permanent Employees

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

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

G. Reemployment List: Employees who are laid-off and who have been certified by the City as providing "satisfactory" performance or better shall have their names placed on a reemployment list. Vacant positions in the bargaining unit shall be offered to qualified employees on the reemployment list by order of seniority, with the most senior-qualified employee recalled first. Seniority shall be determined by the length of time an employee worked for the City in a permanent, full-time position.

Names shall be maintained on the reemployment list for a period of two (2) years. Persons who decline a reemployment offer to any permanent position for which they are qualified shall be stricken from the reemployment list.

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

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

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

27. 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, or that the employee's condition represents a danger to the employee, other employees or the public, the Department Head may immediately place that employee on sick leave, or other accrued leave, or personal leave without pay if accrued leave is exhausted, or if already on sick leave, require the employee to remain off work until cleared for full duty by the City physician or another physician designated by the City.

B. If the employee so requests, the Department Head shall, prior to implementing 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.

28. Uniform Allowance

The City shall provide uniforms for bus drivers and transit dispatchers. Uniforms are the property of the City and shall be returned to the City upon separation.

29. 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 an 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 31st 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.

30. 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. 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. 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. An employee will be eligible for reimbursement of approved expenses for either 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.

- E. 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 program is eligible for reimbursement.
- F. 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. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

31. Workweek

- 1. The workweek for all unit members shall be 168 consecutive regularly recurring hours.
- 2. For employees assigned to a "5 / 8" or "4 / 10" work schedule, the workweek shall begin at 0700 hours on Sunday and end at 0700 hours on the following Sunday.
- 3. 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.

32. Flexible Work Schedules

The City will analyze and respond within thirty (30) days to written proposals from TEBU/OE3 regarding alternative employee work schedules. Such proposals shall be designed with the primary concerns of saving operating costs and enhancing City service levels.

33. Labor-Management Committee

- A. Purpose: The purpose of the Labor – Management Committee is to provide a forum for representatives of the City and TEBU/OE3 to discuss issues of concern to either party dealing with application or 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 TEBU/OE3. If

either the City or TEBU/OE3 have items to discuss, the Committee shall meet quarterly. The General Services Manager, or designee, shall develop an agenda of issues to be discussed prior to each meeting. The TEBU/OE3 President may add appropriate issues to the agenda by submitting the issues to the General Services Manager with at least one (1) week notice.

34. Maintenance of Operation

TEBU/OE3 agrees that for the term of this MOU neither TEBU/OE3 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 for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities.

35. Conclusively

A. It is understood and agreed to that all documents including but not limited to written ordinances, resolutions, policies and procedures, employee rules and merit system rules and regulations which relate to wages, hours, and other terms and conditions of employment which are presently in effect are made part of this MOU by reference. Those items set forth specifically in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of TEBU/OE3 and the City in a written and signed amendment to this Agreement.

B. TEBU/OE3 and the City agree that during the negotiations which resulted in this MOU, each party had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, therefore, during the term of this Agreement, neither the City of TEBU/OE3 shall be obligated to meet and confer on any matter:

1. Whether or not specifically referred to in this MOU;
2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
3. Whether or not the matters were proposed and later withdrawn during negotiations.

C. Except That: The City may change a written policy affecting wages, hours, and other terms and conditions of employment, which are incorporated by reference in this MOU. The City shall notify TEBU/OE3 in writing of its intention to do so. If TEBU/OE3 does not respond within ten (10) calendar days from the date of mailing of such notification, the City shall assume TEBU/OE3 does not wish to meet and

consult on the change in policy. In an emergency, the City retains the right to take such action immediately. TEBU/OE3 will be offered the opportunity to meet and consult as soon as practicable.

36. Past Practices

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

37. Designation of Confidential Employees

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

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

B. The City shall, on or before April 1 of each year, provide to TEBU/OE3 a written list of unit positions designated as confidential.

38. Release Time

Authorized TEBU/OE3 representatives shall receive reasonable release time for the purposes of collective bargaining, the processing of grievances, joint problem-solving meetings between the City and TEBU/OE3 and disciplinary representation. As soon as practicable prior to the release from duties, the designated representatives shall submit a written request for release time to their supervisor for approval. Such requests shall be filed sufficiently in advance to minimize the disruption of City services and will not be unreasonably denied.

39. Sole Agreement

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

B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and TEBU/OE3. Any such changes validly made shall become a part of this MOU and subject to its terms.

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

D. In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU. Should a policy within the MOU become void as outlined above, either the City or TEBU/OE3 may institute the meet and confer process in regard to instituting a substitute item.

40. Term of Memorandum of Understanding

A. This MOU shall remain in effect for the period of July 1, 2022 through June 30, 2025. 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 TEBU/OE3.

B. The City and TEBU/OE3 acknowledges that all provisions of this agreement, together with those other matters within the scope of representation, are subject to renegotiating upon the expiration of this agreement to the extent provided by law.

C. TEBU/OE3 membership has ratified the contents of this MOU, by their affirmative vote, on or about June 17, 2022.

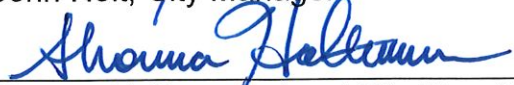
The City Council approved the provisions of this MOU on July 5, 2022

* * * * *

For the CITY:



John Holt, City Manager



Shonna Halterman, Lead City Negotiator

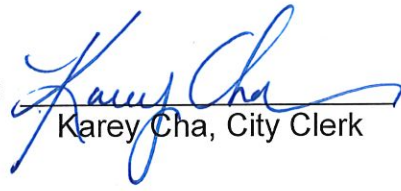


Lori Shively, City Negotiator




Amy Hance, City Negotiator

ATTEST:



Karey Cha, City Clerk

For TEBU:



Allen Dunbar, OE-3 Chief Labor Negotiator



Christina Ignas, TEBU/OE3 Negotiator



Stacey Leggett, TEBU/OE3 Negotiator

Date: 7/7/2022

Side Letter Agreement between the City of Clovis and TEBU

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.

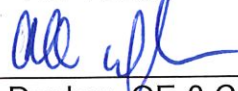
Any funds paid directly to employees will be subject to standard payroll deductions.

For the City of Clovis:



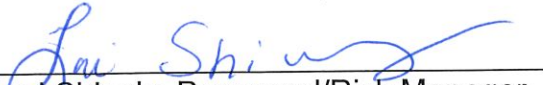
Amy Hance, General Services Manager

For TEBU




Allen Dunbar, OE-3 Chief Labor
Negotiator


Shonna Halterman, City Negotiator


Lori Shively, Personnel/Risk Manager


Christina Ignas, TEBU President


Stacey Leggett, TEBU Negotiator

Attest: 
Karey Cha, City Clerk

Date: 7/7/2022