

**MEMORANDUM OF UNDERSTANDING**

**between**

**THE CITY OF CLOVIS**

**AND**

**CLOVIS FIREFIGHTERS' ASSOCIATION**

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

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## **Article 1. INTRODUCTION**

- 1.1 This Memorandum of Understanding (MOU) is made and entered into between the Clovis Firefighters, Incorporated, hereinafter referred to as "Association" and the City of Clovis, hereinafter referred to as "City", pursuant to California Government Code, Section 3500 et seq. as their exclusive and mutual agreement.
- 1.2 The representatives for the City of Clovis and the Association having reached agreement as hereinafter set forth, this MOU shall be submitted to the City Council with the joint recommendation that that body adopt this MOU as its policies for the period of time specified in Article 39, unless these policies are otherwise changed by the appropriate meet and confer processes.
- 1.3 The purpose of the MOU is to promote harmonious relations between the City and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and intent of the California Government Code, Section 3500.

## **Article 2. CITY RIGHTS**

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

## **Article 3. STRIKES AND LOCKOUTS**

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



- 3.2 The City agrees that it shall not cause or engage in any lockout, for the duration of this MOU.
- 3.3 If the Association or any of its members or any employee it represents herein should breach this agreement, then the City retains, as one of its alternative remedial actions, the right to terminate the employment of said employee and/or member.

#### **Article 4. EMPLOYEE RIGHTS**

- 4.1 Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters pursuant to law concerning employer-employee relations. Employees of the City 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.
- 4.2 Nothing in this MOU is intended to deprive an employee of the employee's rights under applicable law.

#### **Article 5. NONDISCRIMINATION**

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

#### **Article 6. UNIT RECOGNITION**

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



Fire Captain  
Fire Engineer  
Firefighter  
Firefighter/Paramedic

- 6.3 New classifications approved by the City Council and determined to be appropriately placed within this unit shall automatically become part of this unit upon such determination and shall immediately be covered by the terms of this MOU.
- 6.4 For all purposes, Fire Department Volunteers, Reserves and/or Explorers are not considered employees and are not subject to the provisions of this MOU. In addition, the City and Association recognize that Volunteers, Reserves and/or Explorers will not be used to replace full time regular or probationary employees.
- 6.5 Fire Captains shall not be required to work in the Fire Engineer classification except for emergency recall situations, or for temporary assignments of less than five (5) hours in duration.
- 6.6 Fire Engineers shall not be required to work in the Firefighter classification except for emergency recall situations, or for temporary assignments of less than five (5) hours in duration.

#### **Article 7. PAYROLL DEDUCTIONS/UNION ACCESS**

- 7.1 Payroll deductions shall be in accordance with applicable law. The Association shall indemnify, save harmless and defend the City and its officers, agents and employees, for any liability the City should incur as a result of this service.
- 7.2 Union Access  
The City and the Association agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Association represented employees that are newly hired and for existing employees.
  - a. Access to employee new hire orientations  
The Association and the City agree to waive the 10 day notice for new hire orientation as required by AB 119. The City will agree to allow the Association a time slot to attend the Firefighter training academy to educate the new hires regarding the Union benefits that the Association provides to its members.
  - b. Access to new hire employee personal information  
Both the City and the Association agree to waive the personal information requirement on new hires that is distributed within 30 days after date of hire as required by the law. Personal information will be distributed to the Association once a year as stated below.

c. Access to current employee personal information

Both the City and the Association 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 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.

d. Opt-Out Provision

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

## **Article 8. DEFINITIONS**

8.1 Department

"Department" shall mean the Fire Department.

8.2 Association

"Association" shall mean the Clovis Firefighters' Association.

8.3 Emergency

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

8.4 Employee

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

8.5 Shift

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

8.6 Work Day

Except where otherwise specifically defined, "work day" for shift employees shall be defined as a twenty-four (24) hour period for employees assigned to a 56 hour

(average) work week, or an eight (8), nine (9), or ten (10) hour period for employees assigned to a forty (40) hour work week.

8.7 Emergency Call Back

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

8.8 Non-Emergency Call Back

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

8.9 Mandated Return to Work

An order to return to work by the Fire Chief or designee.

**Article 9. SALARY SCHEDULES**

9.1 Fiscal Year 2022 – 2023. All positions shall receive a 5.0% wage increase. The wage increase shall become effective on the first day of the first payroll period following the Association ratification and City Council approval of this MOU.

9.2 Fiscal Year 2023 – 2024. Effective July 1, 2023, all positions shall receive a 3.0% wage increase

9.3 Fiscal Year 2024 – 2025. Effective July 1, 2024, all positions shall receive a 3.0% wage increase.

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

- a. Hazardous Materials Response Team
- b. Technical Rescue Team
- c. Fire Investigators Team
- d. EMS Paramedic ALS Service

9.5 Special Response Team Incentive:

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

Special Response Team Incentive for Team Leaders:



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

9.6 Multi-Team Involvement:

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

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

- Hazardous Materials Team
- Technical Rescue Team
- Fire Investigators

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

9.8 Appointment to Special Teams:

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

9.9 Cell Phone Stipend:

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

9.10 Bilingual Pay:

Association members who demonstrate fluency in Spanish or American Sign Language, or any language deemed operationally necessary by the Fire Chief,

shall receive one hundred dollars (\$100.00) per month in addition to their base salary. The City shall determine if employees qualify for the bilingual pay and the standards of proficiency that an employee must possess in order to receive bilingual pay. Association members must pass a biennial recertification to maintain this pay.

#### **Article 10. RETIREMENT**

- 10.1 The City shall continue to make employer contributions to the Public Employee's Retirement System for the "single highest year" benefit (Government Code Section 20024.2) for employees covered by this MOU who are classified as "Classic Employees" pursuant to PEPRAs regulations.
- 10.2 The City shall continue to make employer contributions to the Public Employee's Retirement System for the "3 Year Final Compensation" benefit for employees covered by this MOU who are classified as "New Employees" pursuant to PEPRAs regulations.
- 10.3 The City shall continue to make employer contributions to the Public Employee's Retirement System for the "credit for unused sick leave" benefit (Government Code Section 20965) for employees covered by this MOU.
- 10.4 The City shall continue to make the employer contribution for each eligible employee for the PERS safety retirement benefit known as "3% at 50" for employees covered by this MOU who are classified as "Classic Employees" pursuant to PEPRAs regulations.
- 10.5 The City shall continue to make the employer contribution for each eligible employee for the PERS safety retirement benefit known as "Safety 2.7% at Age 57" for employees covered by this MOU who are classified as "New Employees" pursuant to PEPRAs regulations.
- 10.6 The City shall, during the term of this agreement, pay the above described employer contribution(s) into the PERS fund in accordance with the rules and regulations governing such employer contributions.
- 10.7 Each employee classified as a "Classic Employee" and each employee classified as a "New Employee" pursuant to PEPRAs shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund. It is recognized that the employee rate established by PERS for employees classified as "New Employees" may be subject to change. If such change occurs, the City will notify the Association of the change prior to its implementation.



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

10.9 Employee Cost-Sharing of PERS Contributions

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

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

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

10.10 Unit members hired after January 1, 2013 and who are considered "New" employees under PEPPRA regulations may elect to participate in a deferred compensation program that includes a City matching contribution once they have completed their initial probationary period. However, all unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. The deferred contribution 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/Payment	Maximum City Payment
City/"New" PEPPRA Employee 1:1	3% of monthly base salary

Employees who are considered "Classic" employees with CalPERS are not eligible for the match.

**Article 11. PERS SURVIVORS BENEFIT**

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



## **Article 12. WORK SCHEDULE**

- 12.1 Fire Department personnel covered by this MOU shall work either the cycle defined in Subsection 12.2 or 12.3:
- 12.2 Employees that work a 56 hour work week shall work a shift schedule commonly referred to as the 2/4 schedule. This schedule has an annualized average work week of 56 hours and shall consist of each shift (A, B or C) working eight (8) twenty-four (24) hour shifts in a twenty-four (24) day work period. This schedule shall consist of (2) 24-hour shifts/contiguous forty-eight (48) hours on duty, followed by ninety-six (96) hours off duty. The work schedule is illustrated as follows with X = on duty and O = off duty: X-X-O-O-O-O-X-X-O-O-O-O-X-X-O-O-O-O-X-X-O-O-O-O. This schedule shall be on-going and repeat on a fixed and regular basis.
- 12.3 A 40 hour work week shall consist of five (5) consecutive eight hour days each week. When new personnel are assigned or bid into a 40 hour assignment an alternate work week of either Monday through Thursday or Tuesday through Friday at 10 hours per day may be agreed upon by the Fire Chief and the affected employee. The Fire Chief may assign the start and end time of these shifts to meet operational needs.
- 12.4 When shift reassignment occurs at the direction of the Fire Chief, a minimum of 72 hours of time-off shall be provided between the old shift assignment and the new shift assignment (56 hour work week). Whenever a shift transfer/reassignment is made, the employee shall receive that same minimum "actual hours worked" which would have resulted if a shift reassignment had not occurred.

Employees moving from a voluntary 40 hour assignment or IOD will receive a minimum of 48 hours of time-off (starting at 08:00 hours) between the assignments from a 56 hour work week to a 40 hour work week; and, from a 40 hour work week to a 56 hour work week.

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

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

With the exception of Deputy Fire Marshal, large-scale transfer is defined as periodic (every 2 years) movement where personnel, program assignment, and specialized team assignments are subject to changes that include shift and program assignment transfers. Every 2 years employees will participate in a

department-wide fire station and shift selection process, effective January 2019. This process shall be known as the "Station Bid Selection". Provisions of the "Station Bid Selection" shall be mutually agreed upon as specified in Policy.

- 12.5 Personnel may be temporarily assigned to a 40-hour work week. When qualified personnel are assigned temporarily to a 40-hour work week, they will be given a minimum of two weeks advance notice. Those assigned to a 40-hour work week shall receive an additional 7.5% increase in base salary. The Fire Chief will request qualified volunteers prior to making any 40-hour work week assignments. Individuals temporarily assigned to a 40-hour work week will perform that assignment for a period of three months, or less, in any one year period, unless mutually agreed for a longer period. Individuals performing in a temporary or permanent 40-hour assignment shall not negatively impact the bargaining units' available time off (i.e., vacation, holidays, schooling/training).
- 12.6 In order to uniformly convert time between 40 and 56 hour work weeks, one-fifth of the employee's work week shall be used. The conversion factor for calculating the time is 1.4, i.e., when an employee moves from 56 to 40 hours per week, the employee's accumulated vacation, CTO and HTO hours will be divided by the factor 1.4. When an employee moves from 40 to 56 hours per week, the employee's accumulated vacation, CTO and HTO hours will be multiplied by the factor 1.4.
- 12.7 The Fire Chief may make 40-hour work week assignments to fill the duties of Prevention Captain (Fire Captain) and/or Training Captain(s) (Fire Captain).

The Training Captain and Prevention Captain assignments shall be a two (2) year assignment and shall either 1) rotate to other Fire Captains as set forth below, or 2) the incumbent's assignment may be extended for up to an additional two (2) year cycle. The extension of time shall be upon the mutual consent of the Fire Chief and the incumbent. The assignment of Training Captain (Fire Captain) shall follow the "Station Bid Selection" as described in Article 12, with the rotation schedule beginning January 2019.

If no eligible employees volunteer for the Training Captain or Prevention Captain assignments the Fire Chief may reassign the least senior, non-probationary Fire Captain(s) to the 40-hour assignment following a two (2) year assignment by the least senior, non-probationary Fire Captain who is not willing to extend their assignment. In such cases, the Fire Chief may reassign the next least senior, non-probationary Captain if no Captain volunteers for the assignment.

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

Those assigned to a 40 hour rotational assignment as Prevention Captain or Training Captain under this provision shall receive an additional 7.5% increase in



base pay; and the use of a City vehicle for the duration of said assignment, subject to the approval of the Fire Chief based upon the City's need to use such vehicle on a day to day basis.

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

### **Article 13. OVERTIME**

- 13.1 The City will compensate the employees described in Article 6 for overtime pay at one and one-half (1-1/2) times the regular rate of pay for all time in excess of scheduled hours. For the purposes of calculating overtime pay the use of any paid leave shall be recognized as compensable when calculating overtime, which exceeds the requirements of the FLSA 7K exemption.
- 13.2 Employees assigned to a forty (40) hour work week who are mandated back to work on any holiday shall be paid double time for all hours worked on that day. "Double time" shall be defined as two-times the employees' regular rate of pay. 40-Hour employees who are mandated to come back into work will receive "Double Time" after accounting for their regular required work hours. 40-Hour employees who volunteer for shift coverage or to work will be compensated at time and a half for all hours worked beyond their required work hours. Additional information concerning Holiday time is specified in Section 18.3.
- 13.3 The City shall have the right to require employees to work in order to maintain minimum staffing, provide City coverage during emergency situations, provide special event/assignment coverage and/or maintain licenses/certifications. The assignment of overtime shall be in conformance with existing procedures.
- 13.4 When an employee is mandated to work overtime in order to maintain staffing levels due to a lack of volunteers, that employee shall be selected by using the "TeleStaff Picklist" method as follows: The employee with the least amount of overtime and is assigned permanently to the off going shift shall be required to work said overtime. In the case of two (2) employees having the same amount of overtime, the employee with the least amount of seniority shall be required to work said overtime. In the case where all employees working in the rank of the pending overtime are not permanently assigned to the off going shift, the employee with the least amount of overtime shall be required to work said overtime.
- 13.5 Employees may be required to holdover for up to two (2) hours in order to maintain staffing levels for unplanned time off only. Employees may also holdover to attend



meetings/training. Employees held in excess of two (2) hours will receive a minimum of three (3) hours at the overtime rate, or actual hours worked, whichever is greater.

- 13.6 Employees who are scheduled at least 24 hours in advance to provide early relief within one (1) hour of their scheduled work day will be compensated at the overtime rate for the actual hours worked if the work is contiguous with the employees' scheduled work shift.
- 13.7 At no time shall the City be held responsible to pay an employee at the overtime rate for duty arising as a result of a shift trade requested or consented to by the employee, except in cases of illness or other bona fide absence in which case the overtime rate for callback duty will apply.
- 13.8 Employees who, while off duty, stop to render aid at accident scenes, fires, medical emergencies or other emergency situations, where the employee takes any physical action (stops bleeding, rescues from harm, controls traffic, etc.) shall be eligible for overtime. Pay will be in 15 minute increments with a 30 minute minimum. The involved employee shall, as soon as reasonably possible, contact the Duty Chief to provide notification to the Department, plus fill out an incident report documenting their actions to be completed by the employee's next duty day.
- 13.9 Employees can be recalled back to work for immediate need backfill at all times of the day. When an employee is recalled back to work for immediate need backfill, the employee will be compensated, at the overtime rate described in section 13.1, for up to one (1) hour prior to arriving at the assigned fire station for travel time from home. The one (1) hour does not apply to out-of-county assignments unless the in-service engine has already responded to the incident. However, out-of-county backfill for the individual(s) coming back to work will reflect the times on the F-42. The one (1) hour of overtime compensation for travel to the fire station cannot result in the recalled employee being paid for more hours than the scheduled hours which they were recalled for.

#### **Article 14. COMPENSATORY TIME OFF**

- 14.1 The City may allow compensatory time off (CTO) in lieu of overtime or callback monetary compensation. The City shall have the choice in the manner of compensation.
- 14.2 Employees described in Article 6 shall be allowed to accumulate a maximum of 96 hours of unused CTO. CTO may not be used to take time off if it unduly disrupts operations.
- 14.3 Employees shall have the following option concerning cash out of CTO hours:

Twice each fiscal year each bargaining unit member may receive cash out up to 96 hours of his or her CTO. CTO payout will occur the first full pay period in July and January. Request for CTO cash out must occur 30 days prior.

#### **Article 15. "ACTING" STATUS PAY**

- 15.1 The City shall provide "Acting" status pay differential of at least 7.5% for Firefighters acting as Fire Engineers, 10% for Firefighters or Fire Engineers acting as Fire Captains, and 10% for Fire Captains acting as Fire Battalion Chiefs computed on the salary matrix, or Step 1 of the higher classification, whichever is greater, when the employee has been assigned to work in a higher classification regardless of time. These higher classifications shall be defined as: Acting Engineer, Acting Captain or Acting Battalion Chief. The employee shall receive the highest pay rate provided by this Section.
- 15.2 The Fire Chief shall develop criteria for all positions where personnel may be assigned to an "acting" position. The determination of who is qualified for, and formally assigned to, "Acting" status shall remain the discretion of the Fire Chief. Individuals performing an acting Battalion Chief position shall not negatively impact the bargaining units available time off (i.e., vacation, holiday, schooling/training).

#### **Article 16. MINIMUM CALL-BACK PAY**

- 16.1 It is the purpose of this section to describe how employees will be compensated when they are called back to work outside of their regularly scheduled shift. It is the intent of this section to provide financial rewards and incentives for employees to respond to orders and requests for callbacks to work outside of their regularly scheduled shift.
- 16.2 Any employee called back to work (Urgent) for administrative or operational duties shall be paid a minimum of three (3) hours at the overtime rate. Employees who are required to provide relief that begins before 0800 and ends after 0800 on the same date will receive the minimum of three (3) hours at the overtime rate or actual hours worked, whichever is greater.

When an employee is called back to work for administrative or operational duties and the reason for the call-back (meeting, training, etc.) is cancelled, postponed, or rescheduled without advance notice to the employee, the employee will be paid a 60 minute minimum or actual time spent traveling from their primary place of residence (whichever is greater), if they arrive at work to cover their travel time and costs. Advanced notice shall be defined as no less than one (1) hour prior to the scheduled start time causing the employee to be called back to work.



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

All Non-Emergency Call Backs will be paid hour-for-hour.

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

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

#### **Article 17. VACATION**

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

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

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

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



## **Article 18. HOLIDAYS**

- 18.1 Each regular employee described in Article 6 shall be entitled to time off in lieu of holidays computed at the rate of 200 hours of time off for twelve (12) months of service. Holiday time shall be credited, in advance, to all personnel on July 1 of each year and not credited on a monthly basis.
- 18.2 After completing their probationary period, employees may choose to cash out up to 200 hours of unused annual Holiday Time off (HTO) in July of each year. Such requests shall be submitted by June 1 for the ensuing budget year. Holiday time will be cashed out at the employee's straight time rate. The annual HTO cash out shall be acknowledged as "compensation" within the meaning of the Public Employees Retirement Law (Section 20000 et seq.). In recognition of and consistent with the PERS requirement to report compensation as earned, holiday time that is cashed out will be reported to PERS on a pro-rata basis per pay period over the course of the fiscal year.
- 18.3 40-Hour Light Duty or Staff employees must work assigned holidays voluntarily, complete 40 hours per week for each week during the pay period the holiday falls in (i.e., flex a Monday for a Friday if working a 4 / 10 schedule if completed within the same workweek), or the employee may use a leave bank such as HTO, VAC, or CTO to cover hours not worked on a holiday.
- 18.4 If an employee terminates employment with the City prior to June 30, pro-rated holiday time used in excess of 16.67 hours per month will be deducted from his/her final paycheck. If an employee terminates employment prior to June 30, all unused holiday time earned that does not exceed 16.67 hours per month on a pro-rata basis will be cashed out.
- 18.5 Employees shall be allowed to accumulate a maximum of 296 hours of unused holiday time. If an individual has 296 hours of unused holiday time on July 1, then receives an additional 200 hours for the current fiscal year, the 200 hours above the maximum limit (296 hours) must be cashed out at the employee's straight time rate.
- 18.6 The Fire Chief may authorize a carryover of holiday time in excess of the maximum hours for extenuating circumstances. Within the last quarter of the fiscal year individuals who have excess holiday time must submit written justification to the Fire Chief for consideration and review.

## **Article 19. SHIFT RELIEF**

- 19.1 The City will allow three (3) personnel off using HTO / VAC leave per shift. Shift Battalion Chiefs will not impact bargaining unit members' vacation and/or holiday time off.

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

## **Article 20. HEALTH, LIFE AND DENTAL INSURANCE BENEFITS**

- 20.1 The City and the Association agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.
- 20.2 The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.
- 20.3 If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement.
- 20.4 The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.
- 20.5 The benefits provided under this Article shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.



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

20.7 Health Premium Waiver Incentive

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

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

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

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

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

**Article 21. MILITARY LEAVE**

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

- 21.2 Employees shall be 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.

## **Article 22. LEAVE OF ABSENCE WITHOUT PAY**

- 22.1 The City Manager may grant a permanent or probationary employee a leave of absence without pay or seniority for a period not to exceed three (3) months, upon written request of the employee, setting forth the reason for the request, and the approval, if granted, will be in writing.
- 22.2 Upon expiration of the regularly approved leave or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after said expiration, may be cause for discharge, in the discretion of the City Manager.
- 22.3 The Fire Chief may grant a permanent or probationary employee a leave of absence without pay for not to exceed one (1) calendar week. Such leaves shall be reported to the City's Personnel Officer.

## **Article 23. EMPLOYEES' SICK LEAVE**

- 23.1 Shift employees will receive twelve (12) hours of sick/accident allowance leave for each full month of employment, up to a total of 144 hours per calendar year. Employees assigned to a forty (40) hour work week will receive 8.57 hours of sick/accident allowance leave for each full month of employment, up to a total of 102.82 hours per calendar year. All unused sick leave hours shall continue to accrue.
- 23.2 Sickness or accident benefit payments, including Workers' Compensation payments, for any work week shall not exceed an employee's normal straight-time weekly earnings.
- 23.3 Sick leave benefits are payable only for an employee's regularly scheduled workdays on which he/she is off as a result of the employee's illness or accident.
- 23.4 The employee may be required to furnish a doctor's certificate or other satisfactory proof of illness or accident when absent one (1) or more full shifts. The City Manager or his/her authorized representative may terminate and/or withhold said benefits upon the employee's failure to furnish satisfactory and non-falsified proof of illness or accident.



- 23.5 Unused sick leave may be applied in situations of illness or accident of an employee's immediate family. The employee may be required to furnish a doctor's certificate or other satisfactory proof of illness or accident when requesting the use of personal sick leave for family members.
- 23.6 For the purpose of this Article, a "member of the employee's immediate family" shall include the husband, wife, registered domestic partner as defined by state law, mother/step, father/step, sister/step, brother/step, child/step, grandparent and legal dependents of the employee.
- 23.7 For purposes of sick leave retirement credit, sick leave balances will be calculated on the basis at which the hours were earned, i.e., 11.2 hours or 12.0 hours.

#### **Article 24. SICK LEAVE INCENTIVE**

- 24.1 To be eligible for any sick leave incentive pay, an employee must have accumulated a minimum of 480 unused sick leave hours at the time payment is made.
- 24.2 Thirty-three percent (33%) of annually earned and unused sick leave shall be paid to employees on the first paycheck after November 16. For purposes of computing sick leave incentive pay, sick leave is earned during the period of December 1 of one year through November 30 of the next year.
- 24.3 Employees may, at their option, receive the sick leave incentive payment in cash or have an equal number of hours added to their annual vacation. Employees may also elect to have an amount equivalent to their sick leave incentive deducted from their paychecks and deposited in their deferred compensation account.
- 24.4 Employees who do not wish to participate in the sick leave incentive program must notify the Finance Department between November 1 through November 15 of each year.

#### **Article 25. SICK LEAVE CASH-OUT AT RETIREMENT**

- 25.1 Employees who retire from the City on the regular 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. Employees wishing to participate in this benefit shall notify the Personnel Division of their intentions within

thirty (30) days of their retirement date by completing a Sick Leave Cash Out Benefit form.

- 25.2 Unused sick leave hours will be cashed out as noted above. All sick leave hours that remain after the cash out will be certified to PERS for the benefit known as "Credit For Unused Sick Leave" as allowed by PERS.

#### **Article 26. BEREAVEMENT LEAVE**

- 26.1 In the event of a death in the immediate family of an employee or a member of the employee's immediate household, employees shall be granted time off for bereavement purposes. Employees assigned to a 40-hour shift will receive up to 40 hours, and employees assigned to a 56-hour shift will receive up to 72 hours of bereavement leave per calendar year. Employees who have exhausted their bereavement leave benefit will be allowed to use up to twenty-four (24) hours of accrued vacation, HTO or CTO leave per year to supplement this benefit. Under extenuating circumstances, employee may use other accrued time at the discretion of the Fire Chief.
- 26.2 For the purposes of this Section, the term "immediate family" shall include the husband, wife, father/step, mother/step, brother/step, sister/step, child/step, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal dependents, registered domestic partner as defined by state law, and grandchildren of the employee.

#### **Article 27. JURY DUTY**

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

#### **Article 28. UNIFORMS**

- 28.1 To increase professionalism in the Department, employee uniform allowances will be as follows:
- 28.2 The City shall provide each employee with a uniform allowance in the amount of one thousand five hundred dollars (\$1,500.00) per fiscal year, payable per pay period. This allowance is to cover all department approved uniforms, station and



wildland boots, and any other voluntary purchase of equipment such as BDU wildland pants not issued as part of the department's PPE inventory.

- 28.3 The City shall provide Association members, who voluntarily choose to participate, with an interest free, 24 month loan for the purpose of purchasing an approved Class A dress uniform as defined in the Department's Uniform Manual. Repayment of the loan shall be accomplished through automatic payroll deduction each pay period. Proof of purchase (copies of receipts and/or invoices) shall be submitted to the City in order for Association members to qualify and participate in this program.
- 28.4 These allowances cover the cost of all uniform purchases. Employees are also required to maintain their uniforms consistent with professional cleaning standards.
- 28.5 The Department will meet and confer before making a substantial change in the uniforms. Such changes will be implemented at the beginning of the fiscal year, unless another date is selected by mutual agreement, at which time the employees will be paid the entire uniform allowance in a lump sum.

#### **Article 29. JOB RELATED INJURY OR SICKNESS**

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

#### **Article 30. PROFESSIONAL DEVELOPMENT PROGRAM**

- 30.1 The purpose of the Professional Development Program is to increase and maintain high levels of professionalism among employees in order to obtain a superior quality of service for the community. The program is intended to encourage and assist employees to prepare for and to cope with the changing role of a firefighter, today and in the future, by broadening educational background and experience.
- 30.2 Employees Hired On or After July 1, 2016: Employees who have completed their initial probationary period with the City shall be eligible to earn the professional development pay listed in Article 30.

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

Additional professional development pay may be earned as follows:

- a. A 2.5% salary increase added to their base pay upon completion of an A.A. or A.S. degree from an accredited college or university. To be eligible for payment, employees must present proper documentation of coursework completion.
- b. Upon completing the requirements set forth in 30.2, an additional 2.5% (5.0% total) salary increase will be added to their base pay upon completion of a B.A. or B.S. Degree from an accredited college or university. To be eligible for payment, employees must present proper documentation of coursework completion.
- c. Monthly Professional Development Certification Incentives (i.e., certification incentives) for rank specific qualifications and certifications are available. The certification incentives are rank specific and will not compound as employees change rank. To qualify for a certification incentive, proof of completion of the requirements must be provided to the Fire Chief in writing confirming the following:
  - i. Firefighters will receive a certification incentive of \$100.00 per month upon successful completion of CSFM Driver Operator 1A and 1B certification course work; certification from California State Fire Training as a Fire Apparatus Driver/Operator Pump (2015) or Driver Operator 1 (prior to 2015); the successful completion of the Clovis Fire Department acting Engineer Task Book for Engine and Truck operations; and, completion of the probationary period.
  - ii. Engineers will receive a certification incentive of \$125.00 per month upon successful completion of a CSFM Company Officer or Fire Officer Certification course work; certification from California State Fire Training as a Company Officer (2014) or Fire Officer (prior to 2014); and the successful completion of the City of Clovis acting Captain Task book. Firefighters who have completed the certifications in Article 30.2.(c.i) will also be eligible for this incentive upon meeting the requirements of Article 30.2.(c.ii) above.
  - iii. Captains will receive a certification incentive of \$150.00 per month upon successful completion of the CSFM Chief Officer or Chief Fire Officer



certification course work; or certification from California State Fire Training as a Chief Fire Officer (2014) or Chief Officer (prior to 2014).

- 30.3 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 State/National Fire Service certifications. 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 Fire Chief. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Fire Chief.
- 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 Fire Chief 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, except for on-line courses which may be taken on duty as long as it does not interfere with Department operations.
- i. State/National Fire Science certification shall include the following certifications: Chief Fire Officer, Company Officer, Executive Fire Officer, Prevention Education, Driver-Operator certifications, or other certifications approved by the Fire Chief.

### **Article 31. HEALTH MAINTENANCE AND PHYSICAL FITNESS**

#### **31.1**

- a. The City and the Association agree to develop programs to promote "employee wellness," and ensure employee health, during the course of employment with the City of Clovis.
- b. It is the intent of the City to provide all shift personnel with sufficient time to exercise on duty in order to meet health and physical fitness maintenance testing criteria. A one hour period will be available each day for physical fitness training.
- c. The City shall provide fitness equipment designed to assist employees to meet fitness test criteria. The types of equipment provided by the City shall be determined by the Fire Chief, based on the recommendations of the Joint Committee on Health Standards.

#### **31.2 Employee Health Program**

- a. Employee health information shall, be kept confidential. Data will be used, however, to compile a survey on the types of programs that are needed in order to improve employees' overall health, and the programs most desired by employees.
- b. The City and the Association shall work cooperatively, through a Joint Committee, to develop an ongoing program for "employee health" and health maintenance.

#### **31.3. The health testing will cover the following areas:**

- 1. Physical Exam
- 2. Hearing exam
- 3. Biometric Testing (height, weight, BP, and BMI)
- 4. Lab testing (PSA, CBC, Lipid, UA, AND CA125)
- 5. TB Testing
- 6. Treadmill EKG Testing
- 7. Immunizations (Hepatitis, MMR, Influenza and TDaP)



31.4 An ongoing Joint Committee on Health Standards (the "Committee") shall be established to: study methods of testing and the frequency of such testing (not less than annually).

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

31.6 Smoking and Tobacco Product Use Policy

a. Ban on Workplace Smoking and Tobacco Product Use

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

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

31.7 Health Maintenance

All employees will be given one (1) opportunity to participate in annual Health testing. The City will schedule three (3) Health test dates once per fiscal year, i.e., one test on each shift. Employees may attend any of the three scheduled shift dates to complete the volunteer health testing.

Health testing is voluntary; employees will not be compensated for time spent taking the test unless they are already on paid work status.

Annually, after testing has been completed, the Joint Health Committee shall meet to review the test results to determine if the revised health testing protocol is effective in identifying underlying medical problems and staying within budget limits for the program.

Effective the first day of the first pay period following the association ratification and City Council approval of this MOU, as part of replacing the physical fitness testing with a health test the City will raise the first step of all ranks by \$41.67 per month.

### **Article 32. EMERGENCY MEDICAL SERVICES**

- 32.1 The City and the Association agree that the level of service that Clovis Firefighters should be providing is EMT. All non-probationary employees must be certified at this level.
- 32.2 Implementation of any Paramedic or advanced EMT program. The terms outlined in the Side Letter Agreement dated December 11, 2017 have been agreed upon covering impact to bid, pay scale for firefighter/paramedics, training and other items related to if or when the City chooses to implement Advance Life Support or paramedic services. (The Side Letter Agreement is attached hereto Exhibit A.) Any impacts not covered by the existing side letter agreement will follow the City meet and confer process on the impact to unit members' duties and workload.

### **Article 33. GRIEVANCE PROCEDURE**

- 33.1 The City and the Association agree that all parties shall utilize the existing appeals mechanism provided for within the City of Clovis' Personnel Rules and Regulations for all cases regarding discharge or suspension, unless and until this Resolution is appropriately modified at the initiation of the City.
- 33.2 Purpose
- a. The purpose of the grievance procedures is to promote improved employer-employee relations by establishing grievance procedures and to afford employees individually or through qualified employee organizations, collectively hereinafter referred to throughout this rule as "employee", a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.
  - b. Additionally, the procedure provides a mechanism that allows grievances to be settled as near as possible to the point of origin and to provide that appeals shall be conducted as informally as possible.
- 33.3 Definition of Terms
- a. Grievance: A good faith complaint of one or a group of employees involving the interpretation, application, or enforcement of the expressed terms of this Memorandum of Understanding and working conditions of employment.
  - b. Days: The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.



### 33.4 Matters Subject to Grievance Procedures

- a. Any employee in the competitive service shall have the right to grieve, under this rule, a decision affecting their employment over which the Appointing Authority has partial or complete jurisdiction and for which appeal is not provided by other regulations or is not prohibited. The grievance procedures in this chapter do not apply to disciplinary actions, the determination of the contents of a job classification or a decision to reclassify a position, the determination of procedures and standards of selection for employment and promotion, the evaluation process, the contents of an evaluation, items which require capital expenditures, items subject to the meet-and-confer process as defined in the California Government Code, and all City rights reserved in the City's employer-employee relations resolution.

### 33.5 Informal Grievance Procedures

- a. An employee who has a problem or complaint shall first try to get it settled through discussion with his/her immediate supervisor within fifteen (15) days of the event being grieved, or within fifteen (15) days after the employee becomes aware of the event being grieved. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal appeal in writing within ten (10) calendar days after receiving the informal decision of his/her immediate superior.

### 33.6 Formal Grievance Procedure

- a. An employee (the grievant) shall present his/her grievance in writing to the department head. The department head, assistant city manager, or personnel officer shall respond in writing. The written claim should state his/her position clearly, background, and reasons must be included. The following items must be included.
  1. A statement of the steps initiated to resolve the issue by informal means.
  2. A description of the general complaint and specific grounds for the grievance.
  3. A list of the specific actions and events alleged to be in violation.
  4. A statement of the reasons why the specific actions identified above are in violation of this Article.
  5. A listing of the specific action the employee or bargaining group believes would be the best remedy for his/her grievance
- b. First Level of Review - Department Head: The grievant shall present the department head a written grievance as stated in a) above. The department head shall render his/her decision and comments in writing to the employee within fifteen (15) calendar days after receiving the formal grievance. The

department head shall confer with the grievant, the supervisor, and such other persons as may be necessary to gather all the facts and to find a solution. If the employee does not agree with the department head's decision, the employee may present the appeal in writing to the assistant city manager. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision from the department head, will constitute a dropping of the appeal.

- c. Second Level of Review - Assistant City Manager: After receiving the appeal, the assistant city manager should discuss the grievance with the employee, his representative, if any, the department head, and with other appropriate persons. The assistant city manager shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer had been receiving within fifteen (15) calendar days, he/she may present the appeal in writing to the appointing power. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.
- d. Third Level of Review - City Manager/Personnel Officer/Appointing Authority: After receiving the appeal, the city manager should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The city manager may designate a fact-finding committee or an officer not in the normal line of supervision to advise him/her concerning the appeal. The city manager shall render a decision in writing to the employee within twenty (20) calendar days after receiving the appeal.

#### 33.7 Conduct of Grievance Procedure

- a. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- b. The employee may request the assistance of another person of his own choosing in preparing and presenting his appeal at any level of review.

### **Article 34. LOSS/DAMAGE OF PROPERTY**

34.1 When in the course and scope of employment, without fault of the unit member, a unit member's prescription eyeglasses, contact lenses or watch is/are broken, damaged or destroyed, the City shall, subject to proof and the terms below, reimburse the unit member for the cost of said damage up to two hundred dollars (\$200.00) per incident.

- a. The City shall have reimbursement rights under any claim made to any insurance carriers, to the extent of the City's payment. The unit member shall



cooperate with the City in obtaining payment/reimbursement from any insurance company. The unit member shall provide the City with copies of claim forms tendered to insurance companies.

- b. All claims for reimbursement shall be filed with the City within five (5) working days after the incident or loss.
- c. Nothing in this article shall require the City to replace an item which can be repaired to be in at least as good a condition as it was prior to the loss/damage.

### **Article 35. LAYOFF**

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

#### **35.2 Order of Layoff**

- a. The City agrees that, in the event a layoff is instituted pursuant to Section 35.1., the reduction in force shall be accomplished in the following order:
  - 1. Temporary employees
  - 2. Contractual employees
  - 3. Permanent Part-time employees
  - 4. New probationary employees
  - 5. Permanent employees
- b. The City Manager and the Fire Chief shall determine in which bargaining unit classifications the layoffs shall occur based on the needs of the City.

#### **35.3 Demotion to Vacancies**

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

#### **35.4 Bumping/Seniority Rights**

- a. Where a layoff is instituted in accordance with Section 35.1, and no bargaining unit positions are vacant at the time of the layoff, employees in the classification subject to layoff shall be laid off as follows: Employees with the least

uninterrupted period of continuous City service within the classification shall be laid off first. If two employees have the same amount of uninterrupted service the layoff will be determined by seniority in the classification being reduced.

- b. For employees who are initially hired with the City of Clovis with multiple employees within the same job classification and the same date of hire, department seniority will be based on the employee's score on the established eligibility list for the position classifications. For promotional opportunities where employees were selected from the same eligibility list and promoted on the same date, their seniority will be based on the employee's final score on the established eligibility list (highest score receiving the highest seniority). In case of tie score on the eligibility list, the employee's date of hire with the department will determine the seniority within the promoted rank (aka "Time in Grade"). Any confidentiality of employee placement on an eligibility list will be waived for the verification of seniority.
- c. Employees laid off pursuant to this paragraph shall have the right to bump less senior employees in any unit position for which the laid-off employee is qualified.
- d. The Department Head has the ability to select from an established eligibility list using the Rule of the List method, which is the Department Head can select any person on the eligibility list.

### 35.5 Reemployment List

- a. Employees who are laid off as a result of City action shall have their names placed on a reemployment list. Vacant positions in the bargaining unit shall be offered to qualified employees on the reemployment list by order of seniority, with the most senior-qualified employee recalled first.
- b. Names shall be maintained on the reemployment list for a period of two (2) years. Persons who decline a reemployment offer to any permanent position for which they are qualified shall be stricken from the reemployment list.

### 35.6 Reemployment

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



- b. Upon recall, the City will allow the recalled employee a reasonable period of time in which to reinstate certifications that may have lapsed during the employee's layoff.

### 35.7 Non-Discrimination

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

## **Article 36. STATION AND YARD MAINTENANCE**

- 36.1 Yard maintenance shall be limited to fire stations staffed with Fire Department personnel. Station house maintenance shall not include installation of infrastructure, painting (except for touch-up painting consisting of less than one interior wall), new building construction, electrical, cement/masonry, or roof repair.

## **Article 37. ASSOCIATION RELEASE TIME BANK**

- 37.1 Effective July 1<sup>st</sup> of each fiscal year, each employee shall donate six (6) hours from one of the following:
  - a. Accrued Vacation Time
  - b. Accrued Compensatory Time
  - c. Accrued Holiday Time

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

- 37.2 The hours donated to the Time Bank may be utilized by the Clovis Firefighters Association's elected officers for any Association matter. Release Time Bank hours may be used by any other Association member for any Association matter with the prior approval of the Fire Chief and Association President. The City Finance Department will maintain records of all hours donated annually to the Release Time Bank. Upon request, the City Finance Department will provide the Association with quarterly information regarding the available balance in the Release Time Bank and hours utilized.
- 37.3 The Association President shall authorize the use of the Release Time Bank hours for the elected officers of the Association or other Association members so authorized by the Association President. Hours utilized under this section shall be in minimum amounts of three (3) hour increments, and hour-for-hour after the three (3) hour minimum. The Association President shall provide the Fire Chief or his/her designee with a minimum of twenty-four (24) hours' notice prior to requesting the use of Release Time Bank hours. The use of Release Time Bank hours that impacts

departmental operations/budget shall be subject to the approval of the Fire Chief or his/her designee.

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

### **Article 38. SOLE AGREEMENT**

- 38.1 To the extent that any other agreement should be in conflict with the policies set forth in this MOU, these policies shall prevail.
- 38.2 If during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become a part of this MOU and subject to its terms.
- 38.3 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.
- 38.4 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.
- 38.5 Written benefits or policies currently in effect which are within the scope of representation and are not expressly covered by this MOU are not intended to be eliminated, diminished or affected in any way.

### **Article 39. TERM**

- 39.1 This MOU shall remain in effect for a period commencing July 1, 2022 and ending on June 30, 2025.
- 39.2 The Association membership has ratified the contents of this MOU, by their affirmative vote on or about, June 26, 2022.





39.3 The City Council voted to approve the contents of this MOU on July 5, 2022.

**For the CITY:**

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

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

  
\_\_\_\_\_  
Jason Ralls, City Negotiator

  
\_\_\_\_\_  
Chris Ekk, City Negotiator

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

  
\_\_\_\_\_  
Mary Lerner, Attorney for City

**For the ASSOCIATION:**

  
\_\_\_\_\_  
Trenton McGill, CFFA President

  
\_\_\_\_\_  
Jack Jones, CFFA Negotiator

  
\_\_\_\_\_  
Chris Bridger, CFFA Negotiator

  
\_\_\_\_\_  
Rob Wright, CFFA Negotiator

  
\_\_\_\_\_  
Tom Sharpe, Attorney for CFFA

ATTEST:

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

  
\_\_\_\_\_  
Date

## Side Letter Agreement to the 2022-2025 Memorandum of Understanding Between the City of Clovis and CFFA

### Lateral Firefighters


During the term of the 2022-2025 MOU between the City of Clovis and CFFA, lateral firefighter candidates who have a minimum of five (5) or more years as a full-time sworn firefighter will receive the following upon hire:

Credit for time served at former agency(ies) toward Years of Service accrual for vacation time. Credited time is calculated per complete month at former employer.

Per the CFFA MOU, vacation increases as per the following:

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

For the CITY:

  
John Holt, City Manager

Date: 7/18/2022

For the ASSOCIATION:

  
Trenton McGill, CFFA President

Date: 7/11/2022

ATTEST:

  
Karey Cha, City Clerk

DATE: 7/26/2022



**Side Letter Agreement between the City of Clovis  
and Clovis Firefighters Association (CFFA)**

**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 \$1.00 per actual regular hour worked, based on 2,912 annual hours, not including overtime. Regular hours is defined as hours calculated on the employee's timesheet in payroll codes: 3001, 3003, 3005, or 3159.
- B. For the time period from March 16, 2021 through March 14, 2022, Employees will receive \$1.00 per actual regular hour worked, based on 2,912 annual hours, not including overtime. Regular hours is defined as hours calculated on the employee's timesheet in payroll codes: 3001, 3003, 3005, or 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:

  
Shonna Halterman, Lead City Negotiator

  
Chris Ekk, City Negotiator

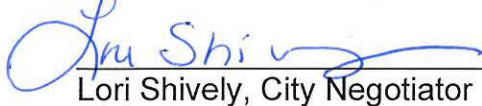
For CFFA:

  
Trenton McGill, CFFA President

  
Rob Wright, CFFA Negotiator



Jason Ralls, City Negotiator



Lori Shively, City Negotiator



Mary Lerner, Attorney for the City of Clovis

Attest:



Karey Cha, City Clerk



Chris Bridger, CFFA Negotiator



Jack Jones, CFFA Negotiator



Tom Sharpe, Attorney for CFFA

Date: 7/27/2022



**Side Letter Agreement between the City of Clovis and the Clovis Firefighters Association Amending the current 2022-2025 MOU**

This Side Letter of Agreement, entered into on August 7, 2023, is made by and between the City of Clovis (the "City") and the Clovis Firefighters Association (CFFA).

Whereas, the City and CFFA wish to identify the designated holidays for paid holiday time. By executing this side letter agreement, the City and CFFA agree that article 18 of the Memorandum of Understanding (MOU) between the City and CFFA is hereby amended as follows:

**Article 18. HOLIDAYS**

18.1 Each regular employee described in Article 6 shall be entitled to time off in lieu of holidays. Holiday time shall be credited, in advance, to all personnel on July 1 of each year. Each regular employee described in Article 6 shall be entitled to 20 hours holiday pay for each of the following recognized holidays. Total of 200 holiday hours for employees working a 56-hour work week. The conversion of dividing 200 hours by 1.4 is used for employees assigned to a 40-hour week as stated in Article 12.6.

- |                              |                                      |
|------------------------------|--------------------------------------|
| • New Year's Day             | January 1                            |
| • Martin Luther King Jr. Day | 3 <sup>rd</sup> Monday in January    |
| • President's Day            | 3 <sup>rd</sup> Monday in February   |
| • Memorial Day               | 4 <sup>th</sup> Monday in May        |
| • Independence Day           | July 4                               |
| • Labor Day                  | 1 <sup>st</sup> Monday in September  |
| • Veterans' Day              | November 11                          |
| • Thanksgiving Day           | 4 <sup>th</sup> Thursday in November |
| • Day after Thanksgiving Day | Friday following Thanksgiving Day    |
| • Christmas Day              | December 25                          |

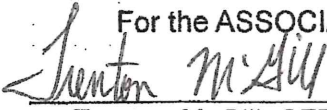
Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter of Agreement shall be incorporated into the MOU as adopted.

Authorized representatives of the City and CFFA 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

For the ASSOCIATION

  
\_\_\_\_\_  
Trenton McGill, CFFA President

Mary Lerner  
Mary Lerner, Attorney for City

Kathleen Mastagni  
Kathleen Mastagni, Attorney for CFFA

ATTEST: Karey Cha  
Karey Cha, City Clerk

DATE: 8/7/23



**Side Letter Agreement between the City of Clovis and the Clovis Firefighters Association Amending the current 2022-2025 MOU**

This Side Letter of Agreement, entered into on August 7, 2023, is made by and between the City of Clovis (the "City") and the Clovis Firefighters Association (CFFA).

Whereas, the City and CFFA wish to implement an agreement on the procedures for adding an incentive for a Clinical Director in order to maintain the City Fire Department's Continuing Education (CE) provider status. By executing this side letter agreement, the City and CFFA agree that article 9 of the Memorandum of Understanding (MOU) between the City and CFFA is hereby amended as follows:

**Article 9**

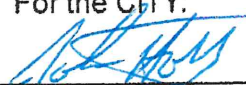
**9.11 CE Provider Clinical Director Incentive-** In order for the department to maintain status as a CE provider, the department is required to have a Clinical Director. Per Central California Emergency Medical Services Agency (CEMSA), each CE provider shall have an approved Clinical Director who is currently licensed as a physician, registered nurse, physician assistant, or paramedic. The duties of the Clinical Director shall include, but not be limited to, monitoring all clinical and field activities approved for CE credit, approving the instructor(s), and monitoring the overall quality of the EMS content of the program.

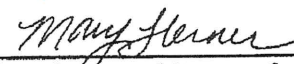
- a. The Fire Chief may, in his or her discretion, appoint any qualified employee to serve as the Clinical Director.
- b. The duties of Clinical Director shall be supplemental to the appointed employee's regular work duties.
- c. Incentive: Any employee appointed as the Clinical Director shall receive three-hundred and fifty dollars (\$350) added to their base salary each month.
- d. The Clovis Fire Department will pay for the Clinical Director's local CEMSAs recertification every two (2) years.
- e. If the department implements a paramedic program in the future, this Clinical Director incentive will be terminated upon the date the paramedic team leader is officially appointed by the Fire Chief, as the team leader will take over the role and duties of the Clinical Director.
- f. The City reserves the right to reassign the Clinical Director duties to an employee within CFFA. If no member within CFFA is qualified, the Fire Chief may assign the position to a City management team or contract with a third party for provision of these services.

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.

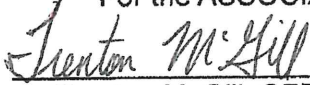
Authorized representatives of the City and CFFA have met and conferred in good faith, and the parties agree to adopt this side letter agreement as of the date above.

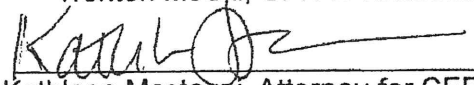
For the CITY:

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

  
\_\_\_\_\_  
Mary Lerner, Attorney for City

For the ASSOCIATION

  
\_\_\_\_\_  
Trenton McGill, CFFA President

  
\_\_\_\_\_  
Kathleen Mastagni, Attorney for CFFA

ATTEST:

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

DATE: 9/6/23