



# REPRESENTED EMPLOYEE BENEFITS SUMMARY

**January 1, 2024**

The following is a summary of the benefits available to represented employees of the City of Clovis unless the employee's Memorandum of Understanding indicates otherwise. In that case, the Memorandum of Understanding takes precedence. This document is prepared as a summary of approved benefits for reference purposes only and nothing in the summary is intended to confer any benefits that have not been approved, or that are inconsistent with approved benefits. For more information on any of the benefits listed below, contact the Personnel/Risk Management Division at (559) 324-2725.

## 1. PAID VACATION

Vacation is provided to allow employees paid time away from work to recharge their batteries, return with renewed vigor and a fresh perspective. Increases in vacation accrual rates provide reinforcement for and recognition of length of service. Paid vacation time will accrue as follows per pay period/work days per year/maximum accrual.

Years of Service	40 hour week Employees	56 hour week Employees
0 to 7 <sup>th</sup> anniversary	5 hrs./15 days/280 hrs. Max.	7 hrs./15 days/392 hrs. Max.
8 <sup>th</sup> to 14 <sup>th</sup> anniversary	6 hrs./18 days/328 hrs. Max.	8.4 hrs./18 days/459.2 hrs. Max.
15 <sup>th</sup> to 19 <sup>th</sup> anniversary	6.7 hrs./20 days/360 hrs. Max.	9.3 hrs./20 days/504 hrs. Max.
20 <sup>th</sup> anniversary plus	8.0 hrs./24 days/360 hrs. Max.	11.2 hrs./24 days/504 hrs. Max.

## 2. PAID SICK LEAVE and SICK LEAVE INCENTIVE

a. In order to ensure that employees have the opportunity to tend to their health issues and provide incentive for judicious use of the leave, the City provides sick leave and a sick leave incentive program. Details of the sick leave accrual and the incentive are found in the respective Memorandum of Understanding for each bargaining unit.

b. Employees who retire from the City with a normal (service) retirement have the choice to cash out up to 25% of their sick leave balance on their date of retirement. The cash-out may be applied to the employee's deferred compensation plan, or may be received in cash. The balance of unused sick leave hours after the cash-out will be certified to PERS for the benefit known as "Credit for Unused Sick Leave."

c. One-half (1/2) the annual accrual of sick leave per calendar year may be used to attend to an illness of a child, parent, spouse, registered domestic partner, sibling, parent-in-law, grandparent, grandchild, or designated person. (Labor Code 233(a)). Leave taken under Labor Code 233(a) will count toward the satisfaction of leave rights under AB1522 and SB 616.

**d.** Up to 24 hours or three (3) days of sick leave may be used by an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes of:

- Seeking medical attention for injuries cause by domestic violence or sexual assault.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault.
- To obtain psychological counseling related to an experience of domestic violence or sexual assault.
- To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

**3. PAID HOLIDAYS**

Unless otherwise specified in a Memorandum of Understanding, the City recognizes 10 paid holidays and one (1) paid floating holiday to be used at the mutual agreement of the employee and their supervisor. A four (4) hour floating holiday for all represented employees is available to be used during December according to the employee's Memorandum of Understanding, subject to the needs of the City. Certain groups of employees may receive a holiday time bank in lieu of paid holidays.

**4. FAMILY ILLNESS & BEREAVEMENT LEAVE**

The City grants paid leave to provide required personal care for immediate family members. The City also provides paid bereavement leave for employees who experience the death of a family member to allow the employee to attend to various matters related to the passing of the family member. For the purposes of this section, employees should refer to the definition of "immediate family" found in their unit's Memorandum of Understanding. In addition, employees who meet eligibility requirements and experience qualifying events are entitled to state (CFRA) and federal (FMLA) Family Leave.

In accordance with AB 1949, a full-time employee who has worked for the City for at least 30 days has the right to take off up to five days of unpaid bereavement leave for a covered family member within three months of the date of death. The five days of unpaid leave will be reduced by any Bereavement Leave taken under the labor agreement or management benefit summary. Covered family member is defined as spouse, child, parent sibling, grandparent, grandchild, domestic partner, or parent-in-law.

**5. REPRODUCTIVE LOSS LEAVE**

Eligible employees who experience a reproductive loss event are eligible to take five days unpaid leave. A reproductive loss is defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. An eligible employee is an employee who has been with the City thirty (30) days prior to the commencement of the leave and who would have been a parent if the reproductive event had been successful. Leave must be taken within three months after the reproductive loss but can be intermittent. In the event of multiple reproductive losses, unpaid time off is five days unpaid leave per incident, limited to no more than twenty (20) days within a 12-month period. Employees may take the leave unpaid or can opt to use sick leave or vacation time (if applicable) for the reproductive leave.

**6. VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING:**

As a victim of domestic violence, an employee has certain rights afforded by AB 2337. Those rights include the right to take time off for certain reasons related to the situation, a right to reasonable accommodation for the employee's safety, and the right to be free from retaliation and discrimination. An employee who is a victim of domestic violence, sexual assault, or stalking should contact the Personnel office for more information.

**7. MILITARY**

**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 the City Manager's authorized agent an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

**b.** Employees shall be paid their regular salary for the first 30 days of active duty within a fiscal year. Starting on the 31<sup>st</sup> day of active duty, employees will receive the difference between their military base pay and their City of Clovis pay. Military orders and wage statements will be required. See the Leave Guide for more details.

**8. MEDICAL, DENTAL, PRESCRIPTION, VISION, and GROUP LIFE INSURANCE**

**a.** In order to provide employees with an opportunity to maintain the health and wellness of themselves and their dependents, the City provides health insurance that includes medical, prescription, dental, and vision coverage. In addition, the City provides life insurance coverage.

**b.** The City provides a variety of medical plan choices to employees. Each year before the open enrollment period in October/November, the City will provide the details of those options to employees. Employees may also elect dental, vision and life coverage only at a reduced rate or waive health benefits entirely. Employees who waive *all health coverage* (medical, dental, prescription, and vision coverage) are eligible for a \$420.00 health insurance rebate each month. ***To receive the \$420.00 monthly health insurance rebate the employee must annually provide evidence of being covered on another group health plan.*** Employees who have exhausted their FMLA/CFRA rights and are on an unpaid leave of absence approved by the City Manager are eligible to continue their health insurance coverage for a period of up to 6 (six) months. After that, if eligible, employees will have to enroll in COBRA to continue health insurance coverage.

**c.** City paid life insurance coverage is \$50,000 for the employee and \$10,000 for dependents.

**9. RETIREE HEALTH INSURANCE**

**a.** Employees with a minimum of five (5) years of service as a regular full time employee immediately preceding separation, and who are currently enrolled in a City health plan or other approved group health plan, and who retire in accordance with PERS age and service requirements are allowed to continue in a City sponsored Medical and Prescription plan at

their expense. Details of the retiree health insurance program are provided to all retirees active in the program each year before open enrollment.

**b.** Retiring employees who do not meet the eligibility guidelines for the Retiree Health Insurance program will be eligible to continue the City Health Insurance at their own expense by exercising their COBRA rights.

**10. SUPPLEMENTAL LIFE INSURANCE**

Employees have the option to purchase supplemental life insurance in addition to the life insurance coverage provided by the City. Supplemental Group Life Insurance (in addition to the amount provided in item 6) is available at the employee's expense by payroll deduction. There is a 30 day guaranteed purchase provision from date of hire. After 30 days from the date of hire, the insurance company has discretion over policy issuance and amount of issuance. The guaranteed issue amounts are: \$100,000 for the employee, \$25,000 for the spouse and \$2,000 for children. The maximum additional insurance amount is \$500,000 for employees, \$250,000 for spouses and \$2,000 for children.

**11. DISABILITY INSURANCE**

Employees represented by CEA, CPSEA, CPTA, CPWEA, CTFP, and TEBU participate in the State Disability Insurance program. Employees represented by CFFA and CPOA participate in a disability insurance program through their Association. The employee may opt to integrate with paid leave provided by the City. See separate disability integration policy.

**12. EMPLOYEE ASSISTANCE PROGRAM**

The Insight employee assistance program is provided to help full-time City employees and household members obtain guidance to help resolve personal problems that may be interfering with work or home life and to promote wellness. Each employee or household member is entitled to three (3) free visits every six (6) months. (Each sworn safety employee is entitled to an additional (3) free visits every six (6) month period.) The provider, Insight, can be reached 24 hours a day at (559) 226-7437.

**13. RETIREMENT**

**a.** The City has contracted with the California Public Employees Retirement System (PERS) for employee retirement benefits. The benefits provided are based on the benefit formula, age at retirement, compensation and length of service in the system. Employees are classified as Miscellaneous or Safety for retirement purposes. The contract provisions also include 2% cost of living adjustment, the Level 4 1959 Survivor Benefit, and Credit for Unused Sick Leave on retirement.

**b. Employees hired before January 1, 2013 are classified by PERS as “Classic Employees” for retirement purposes. The following retirement formulas apply to PERS Classic Employees:**

Misc.      2.7% at 55 formula with 8% Employee contribution paid on a pre-tax basis.

Safety 3% at 50 formula with 9% Employee contribution paid on a pre-tax basis.

The PERS retirement benefit for Classic Employees will be based on the Employee's highest 12 consecutive months of compensation.

**c. Employees hired after January 1, 2013 are classified as "New Employees" by PERS for retirement purposes. The following retirement formulas apply to PERS New Employees:**

Misc. 2.0% at 62 formula with 7.50% Employee contribution paid on a pre-tax basis.

Safety 2.7% at 57 formula with 13.25% Employee contribution paid on a pre-tax basis.

The PERS retirement benefit for New Employees is based on the Employee's highest 36 consecutive months of compensation.

The employee contribution rate for new members may be subject to change. For example, the employee contributions may increase or decrease based on PERS funding requirements.

**d. Additional Employee Cost-Sharing of PERS Contributions**

All employees participate in PERS retirement benefit cost-sharing in the form of additional percentages of employee compensation paid toward the City's PERS retirement costs as follows:

Miscellaneous Employees: 8.4%

Safety Employees: 8.0%

**14. PRE-RETIREMENT DEATH BENEFITS**

**a.** The retirement contract with PERS includes a pre-retirement death benefit. If an employee is **not eligible to retire** (i.e., has not attained age 50 and at least five (5) years of PERS service credit) the employee's beneficiary will receive the Basic Death Benefit which is a refund of the employee's contributions plus interest and up to six (6) months' pay. In addition the beneficiary will receive the 1959 Survivor Benefit which provides a monthly allowance of up to \$2,280 for three (3) or more eligible survivors.

**b.** Beneficiaries of employees who **are eligible to retire**, may elect to receive the same benefit as noted above or the 1957 Survivor Benefit which provides a monthly allowance equal to one half of what the highest service retirement allowance would have been had the employee retired on the date of their death. In lieu of either of these benefits, an eligible survivor may receive the Pre-Retirement Option 2W Death Benefit. It provides a monthly benefit to the eligible survivor equal to the amount the employee would have received had the employee retired on the date of their death and elected Option 2W.

c. When the death of a safety employee who is **not eligible to retire** is determined to be **job related** the beneficiaries may receive the Special Death Benefit which provides a monthly allowance equal to one half of final compensation. If the cause of death is some external violence or physical force while on the job, and there are eligible children in addition to a spouse or registered domestic partner, the allowance may be increased to 75 percent. The beneficiary may elect to receive the Basic Death Benefit and the 1959 Survivor Benefit in place of the Special Death Benefit.

d. When the death of a safety employee who is **eligible to retire** is determined to be **job related** the beneficiaries may receive the Special Death Benefit which provides a monthly allowance equal to one half of final compensation. If the cause of death is some external violence or physical force while on the job, and there are eligible children in addition to a spouse or registered domestic partner, the allowance may be increased to 100 percent. The beneficiary may elect to receive the Basic Death Benefit and the 1959 Survivor Benefit in place of the Special Death Benefit.

e. The Alternate Death Benefit is included in the retirement contract for safety employees in Fire. The Alternate Death Benefit applies to members under age 50 who have 20 or more years of CalPERS service credit at the time of death. In lieu of the Basic Death Benefit, it provides a monthly benefit equal to the amount the member would have received if the member had retired under a normal service retirement at age 50 and elected Option 2W.

**15. DEFERRED COMPENSATION**

An IRC Section 457(b) deferred compensation plan is available to all represented employees as a supplemental retirement plan, with the City matching to some employee's contribution as defined in the respective Memoranda of Understanding.

**16. COMPUTER LOAN PROGRAM**

The computer loan program is intended to encourage computer ownership in order to improve computer skills and organizational efficiency. The City will loan up to \$2,500 for a period of 24 months, interest free, for represented employees to purchase a computer, software, and related devices for professional development and personal use.

**17. PROFESSIONAL DEVELOPMENT**

a. The City encourages its employees to further their education. With prior authorization and upon completion of coursework with a grade 'C' or better, the City reimburses for: books, tuition, and other applicable fees up to the amount for comparable classes at CSUF on a per semester basis. Employees should refer to their respective Memorandum of Understanding for specific details of reimbursement levels and restrictions.

**18. SOCIAL SECURITY/MEDICARE**

The City of Clovis does not participate in Social Security, except as required for Medicare for employees hired after April 30, 1986.

**19. PUBLIC SAFETY FITNESS INCENTIVE**

In the interest of public safety, the City encourages its employees to maintain a high state of health, wellness, and fitness. Sworn police employees who participate in physical fitness testing and attain the necessary benchmarks will receive an incentive as outlined in the respective Memoranda of Understanding.

**20. UNIFORMS**

CFFA \$1,500.00 per fiscal year, paid per the respective Memorandum of Understanding.

CPOA \$1,500.00 per fiscal year, paid per the respective Memorandum of Understanding.

CPWEA Purchased by City.

CPSEA \$750.00 for uniform and \$150.00 for boots or shoes per year for Animal Control Officer Classes, Community Service Officers, Fire Life Safety Specialist, Fire Inspector I, and Fire Inspector II Classes. Uniforms may be purchased by the City for all other positions that require uniforms.

TEBU Purchased by the City.

**21. PAY DATE AND PAY RATE**

There are two (2) pay days per month. They are the 1<sup>st</sup> and 16<sup>th</sup> unless those dates occur on a Saturday, Sunday or City observed holiday. The regular hourly pay rate for an employee is based on the work schedule of the employee (40 or 56 hour work week) and their monthly salary plus special compensation. For example, employees assigned to work a 40 hour work week the regular hourly rate is calculated as follows: Monthly base salary + special compensation (education incentive, acting pay, special team compensation, certification pay, and any health rebate amount) divided by a factor of 173.33. Employees assigned to work a 56 hour work week the regular hourly rate is calculated as follows: Monthly base salary + special compensation (education incentive, acting pay, special team compensation, certification pay, and any health rebate amount) divided by a factor of 243.33.

**22. WORK SCHEDULE AND WORK WEEK**

For all non-safety employees, the workweek shall be 168 regularly recurring hours. For employees working the 5/40 or 4/10 work schedule, unless otherwise specified in the employee's MOU it shall begin on Sunday at 12:00 a.m. and end at 11:59 the following Saturday. For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168) hours in length shall begin exactly four hours after the start time of their eight-hour shift on the day of the week that corresponds with the employee's alternating regular day off. Work schedules and work weeks for safety personnel are designated in their respective MOU's.