

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF CLEARLAKE
AND THE
CLEARLAKE MUNICIPAL EMPLOYEES ASSOCIATION

July 1, 2021 through June 30, 2022

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ARTICLE I GENERAL PROVISIONS

Section 1.0 Preamble

This Memorandum of Understanding (hereinafter referred to as MOU or Agreement, interchangeably) has been prepared pursuant to California Government Code Sections 3500 et seq., the City of Clearlake Personnel System (Ordinance No. 10), the City of Clearlake Personnel System Rules and Regulations Resolution (No. 81-40), and the City of Clearlake Employer-Employee Organization Relations Resolution (No. 83-40), which are hereby incorporated by reference. This Agreement has been made and executed by the Clearlake Municipal Employee Association affiliated with Operating Engineers Local No. 3 (hereinafter referred to as "Association") and the Employee Relations Officer of the City of Clearlake (hereinafter referred to as "City") and satisfies the City's duty to meet and confer with the Association.

The parties have met and conferred in good faith regarding the terms and conditions of employment for members of the Association, and having reached agreement as herein set forth, agree to submit this MOU to the City Council with the joint recommendation that the City Council adopt its terms and conditions and take such action as may be necessary to implement its provisions.

Section 2.0 Purpose

It is the purpose of this MOU to promote and provide for continuity of operation and employment through harmonious relations, cooperation and understanding between the management of the City and the employees covered by the provisions of this Agreement, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

Section 3.0 Recognition

The City acknowledges the Association as the Exclusively Recognized Employee Organization representing the permanent employees occupying job classification set forth in Exhibit A.

The Association acknowledges that job classification(s) designated confidential shall be restricted from participating in representation of the Association.

Section 4.0 Employee Rights and Responsibilities

Association members shall be free to participate in Association activities without interference, intimidation or discrimination in accord with State and City rules and regulations. Association rights and responsibilities include:

- 4.1 The right to represent its members before the City Council with regard to wages, hours and working conditions.
- 4.2 The right of reasonable notice of any proposed ordinance, resolution, regulation or rule relating to wages, hours and working conditions.
- 4.3 The right to reasonable time off without loss of compensation or benefits when meeting and conferring with management representatives on matters relating to wages, hours and working conditions.
- 4.4 The right of reasonable use of City facilities for Association activities, provided that appropriate advance arrangements are made and applicable costs to the public are borne by the Association.
- 4.5 The right of reasonable access to employees and applicable documents for the purpose of processing grievances and appeals. Such access shall not interfere with the normal operations of the City or with safety and security requirements of the Police Department.
- 4.6 The right to maintain a bulletin board in an area readily accessible to Association members.
- 4.7 The right to have payroll deductions made for payment of Association dues, subject to written request of each individual Association member.
- 4.8 The right to recommend changes to the Personnel System and Personnel Rules and meet and confer on changes thereof.

Section 5.0 Management Rights and Responsibilities

The City shall reserve and retain the sole and exclusive right, whether exercised or not, to administer, manage and operate its municipal services and the work force employed to perform those services. Management rights and responsibilities include:

- 5.1 The right to determine the organization of the City government and the purpose and mission of its constituent parts.
- 5.2 The right to set standards of service and levels of staffing for both routine services and emergency operations.
- 5.3 The right to determine the type and kind of goods and services to be made, purchased and contracted for.
- 5.4 The right to determine the methods of financing municipal services.

- 5.5 The right to administer the Personnel System in accordance with Ordinance No. 10, the Personnel Rules and Regulations, the Employer-Employee Organization Relations Resolution and this MOU.
- 5.6 The right to assign work and direct employees.
- 5.7 The right to establish and implement rules, regulations, policies and procedures related to efficiency, productivity, performance, personal appearance, codes of conduct and safety and to require compliance therewith.

ARTICLE II WAGES AND BENEFITS

Section 1.0 Prior Negotiations and Agreements

The Personnel System Rules and Regulations, as amended by Resolution No. 82-60 are hereby incorporated by reference.

Section 2.0 Retirement Plan and Contribution

- 2.1 “Classic” (Employed by the City or other eligible public agency prior to January 1, 2013 as defined by CalPERS) non-sworn unit employees shall be provided the benefit of the Miscellaneous Members 2% @55 retirement formula.
- 2.2 “Classic” non-sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 7%.
- 2.3 “PEPRA” (Employed by the City or other eligible public agency on or after January 1, 2013, as defined by CalPERS) non-sworn unit employees shall be provided the benefit of the Miscellaneous Members 2% @62 retirement formula.
- 2.4 “PEPRA” non-sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 6.25%.

Section 3.0 Salary Adjustment and Longevity Pay

- 3.1.1 Effective July 1, 2021, all unit members will receive a three percent (3%) cost of living adjustment (COLA) increase.
- 3.1.2 Effective July 1, 2021, all unit members will receive a one percent (1%) base salary adjustment, in lieu of adjustment to other compensation included herein.
- 3.1.3 Effective July 1, 2021, all unit members will receive a one-time payment of \$2,000 to all active permanent employees in acknowledgement of their hard work

and dedication to the City, effective the first full pay period after ratification of the agreement.

3.2 City will provide a longevity payment to all unit employees based on the following schedule:

Completion of Years of Service	% of Salary Longevity Payment
5	1.0%
6	2.0%
7	3.0%
8	4.0%
9	5.0%
10	6.0%
11	7.0%
12	8.0%
13	9.0%
14	10.0%

3.3 Working Group:

City and the bargaining unit shall cooperate in the establishment and operation of a working group comprised of City representatives as well as one or more representatives from each City bargaining unit.

- a) This working group will meet at least monthly, commencing upon an agreed-upon date in the first week of September 2021 and continuing thereafter at least once per month.
- b) This working group will discuss and, if possible, agree upon a plan for the conversion of existing specialty pays to a sum to be applied to base pay for all classifications and ranks, or such other concepts which may be identified by the working group and which if adopted would go to the objective of eliminating specialty pays and increasing the across-the-board base rate for City employees by the realignment of existing pay.

City and bargaining unit shall cooperate in the development of a total compensation survey focusing on hard to fill and other positions that may be considered out of market with total compensation. City and bargaining unit will cooperate in the development of the parameters of the compensation survey, with the survey being completed by the Administrative Services Department.

City and bargaining unit agree to meet and confer during the term of this agreement to discuss a restructure of the maintenance worker classifications with the intent to improve market equity and recruitability for these classifications.

Section 4.0 State Disability Insurance

- 4.1 City agrees to pay 100% of employee contribution for State Disability Insurance.

Section 5.0 Deferred Compensation Plan

- 5.1 The City agrees to maintain the availability of a deferred compensation plan for voluntary employee participation and contribution.

Section 6.0 Health Care Benefits

6.1 The City shall provide a Medical/Dental/Vision Plan for unit employees and their dependents. The medical plan shall be offered by Operating Engineers Local No. 3 with individuals paying the associate membership fee.

The City shall pay eighty percent (80%) of the insurance premium cost and the employee shall pay the remaining twenty percent (20%) of the insurance premium cost.

- 6.2 Alternative Health Insurance Plan. The Parties agree to work mutually toward seeking health and benefit plans which are acceptable to both Parties.

If an alternative Health Insurance Plan is identified by either party during the term of this agreement, the City and Association agree to re-open negotiations for the sole purpose of re-negotiating the City and employee levels of contribution and implementation of the plan.

- 6.3 Waiver of Participation. In addition to the provisions of this section, employees who elect to waive participation in the City's health insurance program or private health insurance plan, upon written request to waive said participation and proof of alternative health insurance coverage, shall receive from the City the equivalent of fifty percent (50%) of the City's contribution towards unit employee's health insurance plan.
- 6.4 The City shall provide a \$50,000 Life Insurance Policy for each employee, with the option for each unit employee to purchase additional voluntary life insurance benefits through the plan.
- 6.5 If the City is mandated to contribute toward employee's health insurance program by state or federal action, this section shall be considered invalid and subject to Section 1.0 in Article V (Severability).

Section 7.0 Non-Economic Negotiations

The Union or the City may reopen the contract each year in September for the purpose of bargaining up to one non-economic proposal each.

Section 8.0 Sick Leave

- 8.1 Sick Leave: Sick leave with pay may only be granted by the appointing authority for valid illness, injury, or scheduled appointment for medical or dental care unless otherwise provided by this Agreement. The department head may require evidence in the form of a physician's verification during the time for which sick leave was requested.
- 8.2 Sick Leave Accrual: Every full time regular employee and probationary employee shall earn sick leave at the rate of eight (8) hours per month, or major fraction thereof. Permanent part time employees shall earn sick leave at a ratio of their hours to full time position.
- 8.3 Temporary Disability-Integrated Pay: An employee who is entitled to temporary disability indemnity under State Labor Code may elect to take that number of hours or portions of hours of his/her accumulated sick leave, or his/her accumulated vacation, as when added to the disability indemnity will result in a payment to the employee of his/her full salary. When accumulated sick leave or vacation or both are exhausted, the employee is still entitled to receive disability indemnity.
- 8.4 Illness While on Vacation: An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation, provided that:
 - a. Immediately upon return to duty, the employee submits to the appointing authority a written request for sick leave and a written statement is signed by the employee's physician stating the nature and dates of the illness.
 - b. The appointing authority recommends and the Personnel Officer approves such granting of such sick leave.
- 8.5 Holidays While on Sick Leave: Observed holidays during sick leave shall not be counted as sick leave, except for employees receiving holiday pay.
- 8.6 Sick Leave for Care of Dependents: A regular employee may use a maximum of forty-eight (48) hours of sick leave per year for the care of a spouse, child or parent. In recognition of unique and extended family relationships, an employee may request in writing, and the City Manager may approve at his sole discretion, use of sick leave for an exception not listed.
- 8.7 Sick Leave Forfeited: An employee leaving municipal service shall forfeit all sick leave benefits. Sick leave may be used only through the final day of actual work performed and not during a period of terminal employment.

- 8.8 Medical/Dental Appointments: Employees may utilize sick leave for medical or dental appointments.

Section 9.0 Sick Leave Incentive

- 9.1 A sick leave account shall be established for every employee at the commencement of employment. Effective January of each year, each regular unit employee shall receive incentive pay in the following manner:
- a. The first sixty-four (64) hours of unused sick leave shall automatically be placed in the employee's sick leave account.
 - b. The remaining accrued and unused sick leave from the preceding calendar year shall be paid by January 15th of each year at the employee's regular base rate of pay.
 - c. The employee shall have an option of converting a maximum of sixteen (16) hours of the unused balance to vacation leave or placing all unused sick leave into the employee's sick leave account

Section 10.0 Overtime/Compensatory Time

- 10.1 Overtime: Overtime is that time worked in excess of forty hours in one week as defined in Section 11.1. Overtime shall be calculated at one and one-half (1-1/2) times the employee's base rate of pay.

- 10.2 Compensatory Time in Lieu: Compensatory time may be accrued at the rate of one and one-half (1-1/2) times the number of overtime hours in lieu of overtime pay. A maximum of up to eighty (80) hours of compensatory time may be accumulated. Compensatory time off shall be at the employee's convenience, subject to the approval of the department head and/or the City Manager.

During the month of June of each year, unit employees may, upon recommendation of the Department Head and approval of the City Manager, request pay-off of up to 80 hours of their accumulated compensatory leave balance. Requests shall be submitted in writing to the Department Head no earlier than June 1st and no later than June 26th of each year. Approved pay off shall be issued no later than June 30th of each year.

- 10.3 Scheduled Overtime – Weekend Park Duty: A Public Works employee who has completed a continuous period of duty and who is assigned and scheduled to perform Park Duty on a Saturday or Sunday shall receive a minimum of four (4) hours of overtime compensation for each Saturday and each Sunday worked. Approval of

overtime compensation shall be made by the supervisor of the employee. Employees are expected to work the full scheduled time unless released by their supervisor.

Section 11.0 Work Week Period and Day

- 11.1 Work Week: The work week shall exclude all un-schedule leaves of absence(s) in calculating hours worked. For the purposes of this section, “un-scheduled” shall be defined as less than 24 hours notice. The work week shall begin at 12:01 A.M. Sunday and end at 12:00 P.M. Saturday.
- 11.2 Day: For the purposes of administering benefits such as vacation accrual, holiday leave, mental health leave, etc. a "day" shall be equivalent to an employee’s scheduled workday, either eight (8), nine (9) or ten (10) hour period. Unless extended by mutual accord of both parties, this provision shall expire effective June 30, 2021 or on the effective date of a successor MOU, whichever occurs last.

Section 12.0 Flexible Working Hours

- 12.1 Recognizing the unique requirements of the employees of the City, flexible work hours may be arranged by mutual agreement between individual employees and their respective department heads. Such hours shall allow the employee to work the standard number of hours within each work week.
- 12.2 Such employee working the flexible hours may be reassigned to the normal work schedule, by the department head, by giving at least two weeks written notice or by mutual agreement.
- 12.3 It is further agreed that flexible scheduling must not adversely affect the efficient operations of the department.

Section 13.0 Call Back

Any duty required of a Public Works employee by the City after the employee has completed a continuous period of duty and who must be called back to perform such additional duty shall receive a minimum of two (2) hours of overtime compensation, except that employees who are on standby and are called to back to work receive a minimum of two (2) hours for the first call back and a minimum of one (1) hour of overtime compensation for each additional call back occurring during a standby shift. Approval of overtime compensation shall be made by the supervisor of the employee. Employees are expected to work the full call back time unless released by their supervisor.

Section 14.0 Stand By

Stand by shall be compensated at straight time for two hours pay for each Saturday, Sunday and holiday and three hours for the period of Monday through Friday.

Section 15.0 Bereavement Leave

An employee shall receive forty (40) hours bereavement leave due to the death of his or her parent, step parent, mother-in-law, father-in-law, spouse, child, step child, adopted child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

An employee shall receive twenty-four (24) hours of bereavement leave for the death of his or her aunt, uncle, niece, nephew, first cousin, aunt-in-law, uncle-in-law, great-grandfather, great-grandmother, great-granddaughter, or great-grandson at the time of death.

Section 16.0 Jury Duty

16.1 Every employee who is called or required to serve as a trial juror shall be entitled to be absent from duties with the City during the period of such service or while being present in court. No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty. If the employee has not waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her position. An employee accepted for jury duty shall immediately notify his/her department head in writing whether or not he/she waives or remits the jury fee to the City.

16.2 No deductions shall be made from the salary of an employee who has been subpoenaed as a witness as a result of having observed an event or occurrence while on City duty if he/she has submitted the witness fee. The same procedures are to apply as in the above paragraph.

Section 17.0 Vacation Leave

17.1 Full time regular and probationary employees shall earn vacation leave with pay, as follows:

Upon Completion of Years of Service	Vacation Hours Per Year
0	80 hours
1	88 hours
2	92 hours
3	96 hours

4	100 hours
5	104 hours
6	108 hours
7	112 hours
8	116 hours
9	120 hours
10	124 hours
11	128 hours
12	132 hours
13	136 hours
14	140 hours
15	144 hours
16	148 hours
17	152 hours
18	156 hours
19	160 hours

Vacation leave shall be earned and accrued on a pro-rated monthly basis based upon the above annual schedule.

- 17.2 An employee may accumulate unused vacation leave up to a maximum of twice the number of hours due annually. Under extraordinary circumstances and when the best interest of the City so requires, the City Manager may permit a temporary accumulation of vacation leave in excess of the maximum accrued. Except for the above exception, annual vacation leave shall not accrue nor accumulate in excess of the following amounts:

Years of Service	Vacation Hours Per Year	Maximum per Accrued
0	80 hours	160 hours
1	88 hours	176 hours
2	92 hours	184 hours
3	96 hours	192 hours
4	100 hours	200 hours
5	104 hours	208 hours
6	108 hours	216 hours
7	112 hours	224 hours
8	116 hours	232 hours
9	120 hours	240 hours
10	124 hours	248 hours
11	128 hours	256 hours
12	132 hours	264 hours

13	136 hours	272 hours
14	140 hours	280 hours
15	144 hours	288 hours
16	148 hours	296 hours
17	152 hours	304 hours
18	156 hours	312 hours
19	160 hours	320 hours

17.3 An employee who is eligible for vacation time shall be paid for such accumulated vacation time on the effective date of termination. It shall not be necessary to carry such employee on the payroll for the vacation period and the vacancy thus created may be filled at any time after the effective date of termination. When separation is caused by death of the employee, payment shall be made to the employee's designated beneficiary.

17.4 Pay for Vacation Time

Upon request of the Department Head with approval of the City Manager, an employee may be paid the straight time hourly equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than 80 hours in any one fiscal year for non-management employees and for no more than 80 hours in any one fiscal year for management employees.

17.5 Bi-Lingual Pay

Bi-Lingual pay of up to 5% (2.5% for speaking and/or 2.5% for writing) may be paid. Bilingual pay granted based upon successful passing of testing through Language Testing International and the American Council on the Teaching of Foreign Languages and proficiency of an Intermediate Mid or higher test result. Employee validations are valid for two years from the date of testing.

Section 18.0 Holidays

18.1 The following holidays shall be observed:

- New Year's Day - January 1
- Martin Luther King Day - Third Monday in January
- Washington's Birthday - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4th
- Labor Day - First Monday in September
- Veterans' Day - November 11th
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving Day
- Christmas Eve

Christmas Day - December 25th
New Year's Eve

- 18.2 If the designated holiday falls on a Saturday, the preceding Friday shall be observed. If the designated holiday falls on a Sunday, the following Monday shall be observed.
- 18.3 If a holiday observance falls on a day in which an employee is mandated to work, the employee shall be paid time and one-half for all hours worked on the observed holiday.

Section 19.0 Uniform Regulations

The City agrees to provide maintenance worker permanent positions four long-sleeved logoed high-visibility shirts, four short-sleeved logoed high-visibility shirts and high quality rain gear, consisting of one hooded, high-visibility rain jacket and one pair of high-visibility rain trousers. The high-visibility shirts shall be provided for maintenance worker positions at hiring and two times per year: approximately April 1st and October 1st. Shirts damaged during the course of work may be replaced by the City with the authorization of the Public Works Director.

Reimbursement shall be paid in the amount of purchase or in an amount not to exceed \$300, whichever is the lesser amount, upon presentation by the employee of a receipt for the purchase of such safety footwear for use at work and as may be required for his or her classification. At a minimum, safety footwear shall be steel-toed, leather, six-inch boots.

Section 20.0 Personal Property Reimbursement

- 20.1 The City shall reimburse Public Works employees for the repair or replacement cost of personal property damaged or destroyed during the performance of his or her duty. The maximum reimbursable amount shall not exceed the cost for items.

The City shall provide for the repair of or replacement of the following items as personal property:

Eyeglasses (prescription)	
Frames	Full Cost
Lenses	Full Cost
Wrist Watch	\$25.00

Section 21.0 Probationary Period

Probationary period shall be twelve (12) months for new employees and twelve (12) months for promotional employees. Employees who do not successfully pass promotional probationary period shall be returned to the position previously held by the employee. If the position previously held by the employee has been filled, the City may initiate lay-off procedures in order to return the employee to the position which was previously held by said employee.

Section 22.0 Special Duty Assignment

Employees of the Public Works Department shall receive a five percent (5%) premium pay while assigned and performing in a lead position.

Those employees in the classification of Senior Maintenance Worker with Class A driver's licenses shall receive a twenty-five dollar (\$25) premium pay per pay period on the employee's regular pay day, for obtaining and maintaining their Class A Commercial driver's license. This premium pay shall not be included in the employee's pay rate when computing annual vacation pay outs. When an employee is receiving the premium pay, he/she can be directed to perform Class A driver's license duties. Employee is not eligible for the premium pay if he/she is on unpaid leave from City employment.

Those employees in the classifications of Senior Maintenance Worker with Class A driver's licenses shall have the cost of the Medical Examinations that are required to maintain their Class A Commercial driver's license reimbursed by the City upon presenting a voucher from the examining physician in an amount up to \$200. Reimbursements shall not exceed one per renewal period.

Those employees in the classifications of Senior Maintenance Worker with Class A driver's licenses shall have the cost of the driver license renewal and Department of Motor Vehicle examination fees, above and beyond those fees required for non-commercial Class C licenses, required to maintain their Class A Commercial driver's license reimbursed by the City upon successfully completing the required examination and being issued the renewal license, which will then be presented to Administrative Services as proof of maintaining the Class A driver's license. Proof of issuance and renewal of the Class A Commercial driver's license shall be the employee's responsibility and premium pay will not be applied retroactively. Eligibility for City-paid Class A Commercial driver's license courses and premium pay, including reimbursements, shall be based on the needs of the department and at the discretion of the department head.

Senior Maintenance Workers with a Class A Driver's license agree to adhere to the Department of Transportation Policy and Procedures Manual for FMCSA Safety Sensitive Drivers hereby adopted by reference. Senior Maintenance Workers provide consent for the City to conduct limited queries from the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about the employee exists in the Clearinghouse per federal regulations.

Section 23.0 Tuition and Books

The City will reimburse those classifications represented by the Association up to \$600 per year for the cost of educational classes and books to encourage higher education subject to the terms and guidelines of the program as adopted by the City Council and respective bargaining unit contained within the City of Clearlake Personnel Policies.

Section 24.0 Stress Reduction and Wellness Program

- 24.2 Outpatient care for treatment by a psychiatrist, psychologist, or certified social worker. The City will reimburse unit employees fifty percent (50%) of the covered charges up to a maximum of \$60 charge, therefore paying up to \$30 per visit, with an overall maximum of twelve (12) visits per fiscal year.

Section 25.0 Part-Time Permanent Employee Benefits

- 25.1 Part-time permanent employees who receive pro-rated benefits based upon their scheduled hours pursuant to the Personnel Rules and Regulations of the City of Clearlake may elect to decline the following benefits and apply the equivalent City contribution towards their contribution towards the monthly health insurance premium:
 - . Deferred Compensation
 - . Deferred Compensation In-Lieu of Retirees Medical
 - . Life Insurance
 - . State Disability Insurance

ARTICLE III PRE-DISCIPLINE AND GRIEVANCES

Section 1.0 Discipline

Prior to the suspension, demotion, pay reduction or discharge for disciplinary purposes of any regular employee pursuant to provisions of the Personnel Ordinance and Rules, the following procedures shall be complied with:

1.1 Written Notice

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed disciplinary action, the charge(s) being considered, the time periods which the employee may respond, and shall be signed by the appointing authority.

1.2 Employee Review

The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and he/she shall be supplied with a copy of documents or material.

1.3 Employee Response

Within seven (7) calendar days after the employee has had the review opportunity provided above, he/she shall have the right to respond orally or in writing or both, at the employee's option, to the appointing authority concerning the proposed action. The City Manager may at his/her discretion extend such time period to facilitate fair administration of the disciplinary process. The failure of the employee to respond shall constitute the employee's waiver of the opportunity to respond. Notwithstanding the above, a reasonable request for additional time within which to respond shall not be denied.

1.4 Appeal

If the employee does not agree with the decision reached by the appointing authority, the employee may request a hearing before the Personnel Officer within seven (7) calendar days.

Within ten (10) calendar days of receipt of a written request for hearing, the Personnel Officer will schedule a date to hear the appeal of the appointing authority's decision. The failure of the employee to appeal shall constitute the employee's waiver of the opportunity to appeal and the appointing authority decision will become final

If the employee does not agree with the decision reached by the Personnel Officer, the employee may request a hearing before the City Council within seven (7) calendar days.

1.5 City Council

Appeals shall be in writing and filed with the City Manager who shall, within seven (7) days of the receipt of the appeal, inform each member of the City Council and other such persons named or affected by the appeal or the filing of the appeal. The appeal shall be a written statement, addressed to the City council. At least two weeks prior to the hearing date the appellant will submit statement of defense.

1.6 **Notice**

Upon the filing of an appeal, the City Manager shall set a date for a hearing on the appeal by mutual agreement not to exceed forty-five (45) days from the date of filing. The City Manager shall notify all named or effected parties of the date, time, and place of hearing at such place as the City Council shall preside.

1.7 **Hearing**

The appellant shall appear personally unless physically unable to do so, before the City Council at the time and place of the hearing(s). He/she may select and may at the hearing produce on his/her behalf relevant oral or documentary evidence. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the City Council by its Mayor, unless a Hearing Officer has been appointed by the Council with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests open hearing. The appellant has a right to be represented during these proceedings.

1.8 **Findings and Recommendation**

The City Council shall, after the conclusion of the hearing, certify its findings and recommendations in writing to the appellant at its next regular meeting to the person from whose action the appeal was taken and to the City Manager. The City Manager shall review the findings and recommendations of the City council with the person from whose action the appeal was made with a view toward implementing the recommendations of the City Council. The actions taken by the City Council shall be considered binding on the City.

Any member of the City Council may submit a minority or supplemental finding and recommendation. In case of suspension, discharge or demotion, the appointing authority shall reinstate any employee to his/her former status if finding is made by the City Council that the action taken was unwarranted and/or in error.

1.9 **Temporary Leave with Pay**

Notwithstanding the provisions of this section, upon the recommendation of appointing authority, the City Manager may approve the temporary assignment of an employee to a status of leave with pay pending an investigation(s) or hearing(s) as may be required to determine if disciplinary action is to be taken. Throughout the above procedure, the employee may be represented.

Section 2.0 Grievance Procedure

Matters subject to grievance procedure:

A grievance shall be a claim, filed by an employee on his/her own behalf, or by the Association on the employee's behalf, contending that the City has violated or misapplied its obligation expressed and/or written in this agreement. A grievance at the informal stage (supervisor) must be brought forward to the supervisor within fourteen (14) days of the grievable action or event.

2.1 Informal Grievance Procedure

Every effort shall be made to resolve a grievance through discussion between the grievant and the immediate supervisor. If, after such discussion, the grievant believes that the grievance has not been satisfactorily resolved, he or she shall have the right to discuss the matter with the department head.

2.2 Formal Grievance Procedure

If the grievant is not in agreement with the decision rendered in the informal grievance procedure, he or she shall have the right to present a formal grievance, in writing, to the department head. If such formal grievance has not been submitted within ten (10) regular work days from the date of receiving the informal decision, the informal decision shall be considered as final.

When discussing the formal grievance with the department head, the grievant shall have the right to appear with a representative who may also participate in the discussion.

The department head receiving the grievance shall review it, render a decision and comments in writing and return them to the grievant within ten (10) regular work days after receiving the formal grievance. If the grievant does not agree with the decision reached, the grievant may appeal in writing to the City Council within ten (10) regular work days. Failure of the employee to take further action within ten (10) regular work days after receipt of the decision of the department head will constitute withdrawal of the grievance.

2.3 Appeal to City Manager

Upon receipt of an appeal the City Manager or designated representative shall discuss the grievance with the employee, the representative, if any, and other appropriate persons. The City Manager may designate a fact-finding committee, an individual not in the normal line of the employee's supervision, or the City Attorney to render advice concerning the appeal. Within fifteen (15) regular working days, the City Manager shall render a formal decision in writing to the employee.

2.4 Appeal to City Council

If the grievant does not agree with the decision reached, the grievant may appeal in writing to the City Council within ten (10) regular workdays. Upon receipt of an appeal, the City Council shall conduct a hearing on the grievance with the grievant, the representative, if any, and other appropriate persons. The City Council shall designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render written advice concerning the appeal. By the next regular Council meeting, the Council shall render a formal decision in writing to the grievant. The decision of the City Council shall be considered final and binding on the City.

Section 3.0 Extension of Time Limitations

Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the employee and the City Manager and/or department head and/or supervisor.

3.1 General Provisions

The employee and the representative shall be entitled to use a reasonable amount of work time as determined by the department head on conferring about or presenting the appeal.

Failure of an employee to file an appeal within the specified time for any but the first step of the procedure shall constitute an abandonment of the grievance. If the department head fails to render a decision within the specified time limits, then the grievance automatically goes to the next level in the procedure.

Consideration of a grievance shall be conducted on as informal basis as feasible and shall not require legal procedures. Consideration of the substance rather than the form of the grievance and reaching an appropriate solution on the actual facts are the objectives.

ARTICLE IV TERM

Section 1.0 Term of Agreement

The term of this agreement shall be for a period of one year commencing July 1, 2021 and termination on June 30, 2022.

Section 2.0 Agreement Renewal

All employee rights, benefits, privileges and other terms and conditions of employment in effect through the duration of the previous MOU and not expressly contradicted by this MOU are hereby incorporated in this MOU.

In April of 2022 the City and Association agree to open negotiations covering the contents of the agreement to become effective July 1, 2022.

In the absence of an executed agreement for the period commencing July 1, 2022, the provisions of this agreement shall remain in effect.

ARTICLE V IMPLEMENTATION

Section 1.0 Severability

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or judicial authority, all other articles and sections of the Memorandum of Understanding shall remain in full force for the duration of this Memorandum. In the event of invalidation of any article or section the City and Association agree to meet within thirty (30) days for the purpose of renegotiating said article or section.

Section 2.0 Ratification and Implementation

2.1 The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those

employees voting who are in classifications represented by the Association set forth in this agreement and adopted in the form of a resolution by the City Council.

- 2.2 This agreement constitutes a mutual recommendation by the parties hereto, the City Council, that one or more ordinance and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for the unit employees represented by the Association.
- 2.3 Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative of the City and Association.

Dated: _____

CITY OF CLEARLAKE _____

CLEARLAKE
MUNICIPAL EMPLOYEES
ASSOCIATION

Alan D. Flora, City Manager

Tina Viramontes, President

MEMORANDUM OF UNDERSTANDING

CLEARLAKE MUNICIPAL EMPLOYEE ASSOCIATION

EXHIBIT A

ACCOUNT CLERK

ASSISTANT PLANNER

ASSOCIATE PLANNER

CODE ENFORCEMENT TECHNICIAN

ENGINEERING TECHNICIAN

DEPUTY CITY CLERK/FACILITIES COORDINATOR

FACILITIES MAINTENANCE WORKER I

FACILITIES MAINTENANCE WORKER II

GRANTS TECHNICIAN

KENNEL TECHNICIAN

LEAD MAINTENANCE WORKER

MAINTENANCE WORKER I

MAINTENANCE WORKER II

MAINTENANCE WORKER III

OFFICE ASSISTANT

OFFICE WORKER

SECRETARY/PERMIT TECHNICIAN

SENIOR BUILDING INSPECTOR

SENIOR MAINTENANCE WORKER