
MEMORANDUM OF UNDERSTANDING

By and Between the
City of Tulare and the
California League of City
Employees Associations

July 1, 2018 through June 30, 2021



C. L. O. C. E. A.

ORIGINAL

MEMORANDUM OF UNDERSTANDING

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THE CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS**

TABLE OF CONTENTS

I. Recognition.....6
II. Purpose6
III. Non-Discrimination.....6
IV. Maintenance of Benefits6
V. City Authority.....7
VI. Categories of Appointment.....7
VII. Employee Right to Representation.....8
VIII. Unit Membership.....8
IX. Availability Of Rules and Regulations8
X. Work Access and Employee Information8
XI. Notice of Change of Work Rules.....8
XII. Union Security.....8
XIII. Salary.....9
XIV. Severability9
XV. Renegotiation9
XVI. Provision Regarding Americans With Disabilities Act.....10
XVII. Term.....10
XVIII. Compensation and Hours10
 A. Application of Salary Ranges and Rates.....10
 1. Appointment.....10
 2. Promotion.....10
 3. Transfer.....11
 4. Confidential Designation.....11
 B. Standard Work Periods.....11
 C. Exceptions to Standard Work Periods.....11
 D. Overtime Policy: Definition.....12
 E. Overtime Compensation.....12
 F. Overtime Compensation: Standard Work Week.....12
 G. Overtime Provisions: Police Dispatch.....12
 H. Stand-by Compensation.....14
 I. Overtime Conditions: Local Peril or Disaster.....15
 J. Deductions.....15
 K. Paid Holidays.....15
 L. Compensation for Work on Paid Holidays.....16

	M. Compensation During Attendance of a Training Course during Vacation, Holidays, Day Off.....	16
	N. Sick Leave Compensation.....	17
	O. Compensation for Temporary Work in Higher Classifications.....	17
	P. Compensation for Fractions of Hours Worked.....	18
	Q. Retirement Compensation.....	18
	R. Accumulation of Paid in-Lieu Holidays.....	20
	S. Non-Management Exempt Employees.....	20
	T. Tuition Reimbursement.....	20
	U. Compensation for Use of Private Vehicle for City Business.....	20
	V. Uniform and Tool Allowance.....	20
	W. Deferred Compensation.....	22
	X. Certification Pay.....	22
	Y. Bilingual Pay.....	22
XIX.	Annual Vacation Leave.....	22
	A. Purpose of Annual Vacation Leave.....	22
	B. Eligibility for Annual Vacation Leave.....	22
	C. Accrual of Annual Vacation Leave.....	23
	D. Accumulation of Annual Vacation Leave.....	23
	E. Scheduling of Vacation Leave.....	24
	F. Working During Annual Vacation Leave.....	24
	G. Holidays Within Vacation Leave.....	24
	H. Illness Within Vacation Leave.....	24
	I. Payment of Annual Leave Upon Termination.....	24
	J. Effect of Extended Military Leave.....	24
XX.	Sick Leave.....	24
	A. Statement of Policy.....	24
	B. Eligibility for Sick Leave.....	25
	C. Accrual of Sick Leave.....	25
	D. Accumulation of Sick Leave.....	25
	E. Holidays Within Sick Leave.....	25
	F. Usage of Sick Leave.....	26
	G. Deduction of Sick Leave.....	26
	H. Verification of Sick Leave Usage.....	26
	I. Workers Compensation.....	26
	J. Depletion of Sick Leave, Compensation Time and Benefits.....	27
	K. Employee Rehabilitation.....	27
	L. Compensation of Sick Leave Upon Termination.....	27
XXI.	Other Leaves of Absence.....	27
	A. Leave of Absence Without Pay.....	27
	B. Absence Without Leave.....	28
	C. Leave of Absence: Death Outside The Immediate Family.....	28
	D. Maternity.....	28
	E. Employee's Time Off to Vote.....	28
	F. Jury Duty: Leave Of Absence.....	28
	G. Subpoenas: Leave Of Absence.....	28

	H. Bereavement Leave	29
	I. Educational Leave	29
XXII.	Layoff.....	29
XXIII.	Disciplinary Proceedings.....	30
	A. Disciplinary Action: Definition	30
	B. Causes for Disciplinary Action	31
	C. Persons by Whom Disciplinary Action May be Taken	32
	D. Procedure Preceding Imposition of Disciplinary Action	32
	E. Imposition of Disciplinary Action.....	33
	F. Extraordinary Circumstances.....	33
	G. Right of Appeal	33
	H. Right of Appeal: Hearing.....	33
	I. Right of Appeal: Representation	34
	J. Right of Appeal: Failure of Employee to Appear	34
	K. Right of Appeal: Decision.....	34
	L. Effect of Disciplinary Action.....	34
	M. Releasing Information Relative to Disciplinary Action	35
	N. Informal Counseling With the City Manager	35
	O. Non-Applicability	35
XXIV.	Miscellaneous.....	35
	A. Reports of Change of Status	35
	B. Damage Claims	36
	C. Gratuities	36
	D. Outside Employment.....	36
	E. Conflict of Interest.....	36
	F. Insurance – Health, Dental and Vision	36
	G. Insurance - Life.....	37
	H. Retirement.....	37
	I. Personnel Files.....	38
	J. Position Reclassification	38
	K. Employee Assistance Program Policy	39
	L. Flexible Benefits Program.....	39
	M. Vehicle Use Policy	39
	N. Administration Fee	39
	O. Labor-Management Meeting	39
	P. Union Dues and Rights.....	40
	Q. Revised/New Policies.....	40
	R. Leave Bank Donations.....	40
	S. Election Rules.....	41
	T. Timeclocks – Public Works.....	41
XXV.	Grievance Procedure.....	41
	A. Purpose of Chapter.....	41
	B. Matters Subject to Grievance Procedures.....	41
	C. Informal Grievance Procedure.....	42
	D. Formal Grievance Procedure.....	42
	E. Conduct of Grievance Procedure.....	43

Signature Page.....44

Appendix I – Salary Chart effective May 14, 2019

Appendix II – Salary Chart effective July 7, 2019

Appendix III – CLOCEA Represented Classifications Listing

July 6, 2018 through June 30, 2021

**A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF TULARE AND
THE CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS**

A. RECOGNITION

The City acknowledges the California League of City Employees Associations (CLOCEA) as the recognized employee organization representing the employees in the Tulare City Professional and Clerical, and Tulare City Non-Management bargaining units.

II. PURPOSE

It is the purpose of this Memorandum of Understanding, entered into pursuant to the Meyers-Milias-Brown Act of the California Government Code, Sections 3500 through 3510, to promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered herein, to provide for an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding (MOU) and to set forth the understandings of the parties reached as a result of good faith bargaining.

The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the City of Tulare and CLOCEA upon ratification by the membership of CLOCEA and the Tulare City Council.

III. NON-DISCRIMINATION

The City agrees to act pursuant to section 3502 of the Government Code relative to employee rights to representation. No employee shall be intimidated, coerced, restrained or unlawfully discriminated against because of the exercise of these rights.

The provisions of the MOU shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, national origin, religion, sex, disability, age, citizenship status, genetic information, marital status, sexual orientation and identity, medical condition, political affiliation, or, military or veteran status.

IV. MAINTENANCE OF BENEFITS

The City and CLOCEA agree to meet and confer within thirty (30) days regarding any changes to employees' terms and conditions of employment which are within the scope of bargaining, and which changes are beyond the control of the City.

Except as provided or noted herein, all rights and all benefits presently experienced by employees within the jurisdiction of the MOU shall remain in full force and effect during the

term of this agreement unless modified by a signed agreement between the parties and/or until a new MOU is agreed upon.

The City of Tulare and CLOCEA have agreed to meet and discuss the following policies: Harassment/Hostile Work Environment/Discrimination, Substance Abuse, Discipline, Grievance, Recruitment and Compensation.

V. CITY AUTHORITY

The City shall retain all legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include, among others: The exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel of which governmental operations are to be concluded; take all necessary actions to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

The Union and its members, officers and representatives agree that they will not cause or condone any strike, slow down, or sick out during the term of this Agreement.

VI. CATEGORIES OF APPOINTMENT

Employment in the City of Tulare is divided into the following categories:

- A. **Regular (Full Time and Part Time):** A Regular employee is a person who is appointed to an allocated position in the City's Position Control Budget (PCB) and has successfully completed the probationary period. Regular employees may be appointed to full-time or part-time allocated positions.
- B. **Probationary:** A Probationary employee is a person who is appointed to an allocated position in the City's PCB, and is serving the probationary period for that position. The probationary period is part of the selection process and a time during which the City determines whether work performance and work-related behavior meets the required standards of the position.
- C. **Hourly Employees:** An hourly employee is a person who is appointed to an extra help non-allocated position. The hourly employee is paid on an hourly basis for time actually worked. Hourly employees are not eligible for any City benefits except those mandated by State and/or Federal Law. Hourly employees work on a temporary/seasonal basis and are limited to working 1000 hours per fiscal year. Hourly employees are not considered members of CLOCEA.

VII. EMPLOYEE RIGHT TO REPRESENTATION

Any regular employee has the right to representation by a person of his/her choice at a proposed disciplinary proceeding and at meetings that may have a negative impact on the employee's employment relationship with the City of Tulare. If such a meeting is set, the employee shall be notified of same and of their rights under this section.

VIII. UNIT MEMBERSHIP

The City shall provide the Union, in writing, at the Union's request, a list of all employees subject to this MOU, of such employee's name, address, class title and department. The list shall consist of all employees that are members and/or are eligible to be members of CLOCEA.

IX. AVAILABILITY OF RULES AND REGULATIONS

It shall continue to be the policy of the City to provide at least one (1) current copy of Resolution No. 2537 (Rules and Regulations for the Administration of the City of Tulare Merit Personnel System) and a copy of this MOU at each departmental or divisional office. A copy of said document shall be available and may be loaned to any employee who so requests. In addition, this document is available on the City's Intranet and Internet. At these same locations, the City shall post information regarding job openings including promotional opportunities.

X. WORK ACCESS AND EMPLOYEE INFORMATION

Union Representatives (non-employees) may have access to non-public City work locations when approved by the Human Resources Director. A reasonable number of locations for posting employee information shall be made available by the City. Copies of materials to be posted shall be sent to the Human Resources Director, in advance of posting.

XI. NOTICE OF CHANGE OF WORK RULES

When the City finds it necessary to take action which may be contrary to provisions of the MOU, the Union will be invited to a meeting to discuss the issues, on an urgency basis. Failure of the Union to meet within a reasonable time relieves the City of the responsibility to meet before taking action under this section.

XII. UNION SECURITY

The City will deduct Union membership dues from the payroll warrant of each employee who has submitted a payroll deduction authorization and such dues deductions shall be remitted to the Union with an itemized statement. The Union shall keep the City informed as to the amount of dues to be deducted and such notification shall be certified to the City in writing over a signature of authorized officers or representatives of the Union.

The changes in the Union membership dues shall be certified to the City at least one (1) month in advance of the effective date of such changes and the City shall have no responsibility for the collection of fees, assessments, or other deductions unless such deductions are certified to the City as prescribed at least thirty (30) days in advance of the pay period upon which such deduction is to be made.

An employee may revoke his/her prior dues deduction authorization only upon a written request to the City Finance Office during the first fifteen (15) calendar days of the month of June. Dues revocation forms will be available in the City Finance Office. The Union shall indemnify, defend, and hold the City harmless against all claims, demands, expenses, judgements or other liabilities relating to dues collected by the City and paid to the Union. The Union agrees to refund to the City any amounts paid to it in error upon presentation of proper evidence.

XIII. SALARY

- A. Effective the first full pay period in July of 2018: 2% salary increase. (this will be paid on a retroactive basis the next full pay period, upon Council approval of the MOU)
- B. Effective the first full pay period in July of 2019: 2% salary increase.
- C. Effective the first full pay period in July of 2020: 2% salary increase.

When the parties (City & Bargaining Unit) agree upon the need for a Compensation Survey and begin negotiating the design and elements of the Survey process it should be understood that the City is not agreeing, at that time, to any particular application of the data collected in the Compensation Survey. The parties agree that they will meet and confer as soon as possible once the data is available in order to get an agreement on application of the survey results. It is also understood that selection of the data to be collected in the survey and application of the resulting data may depend on the cooperation of other bargaining units and will depend on the City's financial ability.

XIV. SEVERABILITY

If any provision of this agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Memorandum or the application of such provision to persons or circumstances other than those as to which is held invalid shall not be affected thereby and both parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

XV. RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations.

XVI. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

Because the American with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City of Tulare to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

CLOCEA recognizes that the City of Tulare has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. CLOCEA will be notified of these proposed accommodations prior to implementation by the City of Tulare. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

XVII. TERM

The provisions of the Memorandum of Understanding shall become effective July 6, 2018 and shall continue through and include June 30, 2021, and thereafter until the parties have reached a successor MOU.

XVIII. COMPENSATION AND HOURS

A. APPLICATION OF SALARY RANGES AND RATES

1. Appointment

Initial appointments to classes assigned in a pay range in the City Compensation Plan shall be at the first step of the salary range, provided that the City Manager may make an appointment to a position at a higher salary step when, in his/her opinion, it is difficult to obtain qualified personnel at the starting salary or when it appears that the education or experience of the proposed employee is substantially superior to that required of the class and justifies a beginning salary in excess of the first step.

2. Promotion

Any employee receiving a promotion shall start at the first step of the salary range of the class to which he/she is promoted and be eligible for merit increases as elsewhere provided, unless his/her present salary is equal to or exceeds the first step of the class to which he/she is promoted. In that event, the employee shall be assigned to the step in the salary range to which he/she is promoted that is the equivalent of approximately a five percent (5%) and not to be less than four percent (4%) increase in salary.

3. Transfer

Any employee transferred to a position which has a different job classification title shall assume the salary range appropriate for his/her new classification. The salary step shall be appropriate as provided in section 1. Appointment, above.

4. Confidential Designation

The classification of Payroll Specialist falls under this MOU. The position is designated as Confidential due to the work and responsibility assigned to this position. This classification receives a five (5) percent differential pay for this designation.

B. STANDARD WORK PERIODS

The standard work period for City employees shall be as follows:

Miscellaneous classifications: Those employees whose job classification places them in the miscellaneous group of employees shall work forty (40) hours in a standard work week of seven (7) consecutive days.

The designated work week for miscellaneous employees on a standard work week schedule shall commence at 12:01 a.m. on Saturday and run through midnight on the following Friday; except that the work week for the employees of the Library Division shall commence at 12:01 a.m. on Monday and run through midnight on Sunday.

C. EXCEPTIONS TO STANDARD WORK PERIODS

1. The City Manager is hereby authorized to designate other work periods to other employees when, in his/her opinion, the best interests of the City may be served by such adjustment of standard work periods and hours. The procedure for making adjustments in the standard work period in hours shall be consistent with provisions of Section 3504.5 of the Government Code.
2. Schedules for miscellaneous employees, other than those on a standard work week, shall be posted at least ten (10) calendar days prior to implementation, except in an emergency when notice shall be given as soon as possible.
3. Modification of shifts, schedules and working hours: Street, water, Sewer Division, Parks, Storm Drain, Library. Effective July 1, 1992, the City has the flexibility in the assignment of certain personnel to modified work shifts after proper notification is provided to the affected employees. Proper notification is defined as being in writing and provided at least seven (7) calendar days in advance of any change. This provision shall apply to new hires and shall be applicable to employees hired in the Street and Water Divisions. Any flexibility in shifts shall be to fix a shift within the hours of 7:00 a.m. and 5:00 p.m. In addition, the City has flexibility to schedule breaks and lunches of bargaining unit members to ensure availability of services.

From May 1 until September 30th, employees working in the Water, Streets, Parks, Sewer Division, and Storm Drain, shall be allowed to work the hours of 6:00 a.m. to 2:30 p.m. During all other times the hours shall be 7:00 a.m. to 3:30 p.m. with the exception of coverage that is required until 5:00 p.m. each work day. No posting notice is required to the employees for implementation of "summer hours".

At the recommendation of the Community Services Director, the library staff hours shall be either an eight (8) or ten (10) hour shift schedule.

D. OVERTIME POLICY: DEFINITION

It is the policy of the City of Tulare that overtime work be kept to the minimum consistent with the protection of life, property and the efficient operation of the departments and activities of the City, and that overtime work be compensated with time off where practical. Overtime work shall be authorized only with the prior authorization of the department head, manager or supervisor. Overtime work for all eligible employees, shall be defined as any time worked beyond the forty (40) hours in a standard work week. The use of sick leave, vacation, floating holidays, birthday or compensatory time shall not be included in the definition of time worked.

E. OVERTIME COMPENSATION

Compensation for overtime, where practical, shall be compensated for by compensatory time off. Whenever working overtime is optional, the City shall reserve the right to determine the method of payment, i.e., compensatory time off or cash. Where working overtime is mandatory, the method of payment shall be at the option of the affected employee. The use of compensatory time shall be by request of the affected employee and with official City approval. At no time may any employee accumulate more than one hundred and twenty (120) hours of compensatory time off. Once this limit is reached or exceeded, all overtime in excess of the one hundred and twenty (120) hours shall be paid in cash.

F. OVERTIME COMPUTATION: STANDARD WORK WEEK

Miscellaneous employees on a standard work week shall be compensated, by pay or compensatory time off, for overtime at the rate of one and one-half the hourly rate for all hours worked in excess of forty (40) hours per designated work week. Except as otherwise provided in XIX(G), employees called back to work after having been released by their Supervisor shall be given a minimum of two (2) hours to be compensated by compensatory time or pay at time and one-half.

G. OVERTIME PROVISIONS – POLICE DISPATCH

The following over-time provisions cover those employees in the City of Tulare Police Department Communications Center (Public Safety Dispatcher I, Public Safety Dispatcher II, Senior Public Safety Dispatcher classifications) whose classifications are represented by

CLOCEA. It is the policy of the City of Tulare that overtime work be kept to the minimum consistent to the protection of life, property and the efficient operation of the Police Department.

1. Authorization: When warranted and in the interest of the City operation, the Police Chief or his/her designee may assign employees to overtime with as much advance notice as possible. Overtime work shall be authorized only with prior authorization of the Police Chief or his/her designee.
2. Definition: Overtime shall be defined as time worked in excess of twelve and one-quarter (12.25) hours per shift day and/or eighty- (80) hours in a pay period. Employees shall be paid overtime for hours worked beyond eighty (80) hours within a fourteen (14) day duty period. Paid time-off, excluding sick leave, shall be considered as time worked for overtime calculation purposes.
3. Scheduled Overtime: Overtime that is scheduled and the employee is notified five (5) days or more in advance.
4. Unscheduled Overtime: When an employee returns to work because of a departmental request to work outside of his/her regular shift or the overtime is scheduled less than five (5) days in advance.
5. Compensation Scheduled Overtime: When an employee works overtime that is scheduled five (5) days or more in advance, the two (2) hour minimum stated below shall not apply. The overtime shall be compensated at either one and one-half (1 ½) of the employees' regular rate of pay or upon the request of the employee one and one-half (1 ½) hours of compensatory time for each overtime hour worked, unless sick leave is taken during that pay period.
6. Compensation Unscheduled Overtime: When an employee returns to work because of a departmental request to work outside of his/her regular shift or the overtime is scheduled less than five (5) days in advance, the employee shall be credited with two (2) hours of pay or two (2) hours of compensatory time off plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he/she was called back. Overtime shall be compensated at either one and one-half (1 ½) of the employees' regular rate of pay or upon the request of the employee one and one-half (1 ½) hours of compensatory time for each overtime hour worked, unless sick leave is taken during that pay period.
7. Maximum accrual: The maximum compensatory accrual shall be one hundred and twenty (120) hours. Any time worked in excess of the one hundred and twenty (120) hour cap shall be compensated in cash.

8. Separation of employment: When an employee leaves the City (for either voluntary or involuntary reason(s)), the City will “buy-out” or compensate the employee for comp time accrues at the employee’s current rate of pay.

H. STAND-BY COMPENSATION

Stand-by positions are hereby authorized in the following divisions: Water, Streets, Wastewater, Sewer, Parks, Fleet Maintenance, Code Enforcement, Animal Control and Evidence. The use of stand-by personnel shall be at the discretion of the department head with the approval of the City Manager. The department head shall be responsible for the appointment of the individual to serve on stand-by. Those employees who are on stand-by may be contacted by any of the following methods, which shall include but not be limited to: telephone, City radio or pagers.

Those employees on stand-by who do not respond within thirty (30) minutes of call out shall be subject to the loss of stand-by compensation for that day. An employee who fails to report within thirty (30) minutes a second time, within a six (6) month period, shall be subject to discipline in accordance with Chapter 10, beginning with Section 1001, of the Personnel Rules and Regulations. In addition, at the discretion of the department head, those employees who fail to respond within thirty (30) minutes on two (2) or more occasions within a six (6) month period, may be declared ineligible for stand-by compensation.

1. Employees in the Water, Streets, Wastewater, Sewer, Parks, Fleet Maintenance, Code Enforcement, Animal Control and Evidence who remain on stand-by for the week (8:00 a.m. Friday to 8:00 a.m. Friday) shall be compensated at the rate of two (2) hours of pay per day of stand-by. No such employee shall receive less than one hundred and sixty dollars (\$160) per week of stand-by duty. Any employee serving stand-by for less than the full week shall receive two (2) hours of pay per day or twenty-three dollars (\$23) per day, whichever is greater. If, for some reason, an employee cannot complete a full day’s shift of stand-by and another employee is brought in to complete the day, the two (2) hours or twenty-three dollars (\$23) will be prorated accordingly. Each time an individual is called back to work while on stand-by, he/she shall be compensated by one and one-half (1 ½) times for actual hours worked with a minimum pay for one (1) hour. This applies each time an employee is called back to work. Call back on a City observed holiday shall receive a minimum of three (3) hours pay at the one and one-half (1 ½) time rate.
2. Employees in the Wastewater Treatment Division who remain on stand-by for the week (4:00 p.m. Monday to 7:30 a.m. Friday) shall be compensated at the rate of two (2) hours of pay per day of stand-by. Employees on stand-by for the weekend (4:00 p.m. Friday to 7:30 a.m. Monday) shall be compensated at the rate of one (1) hour for Friday, three (3) hours for Saturday, three (3) hours for Sunday, and one (1) hour for Monday of pay or compensatory time. Each time an individual is called back to work while on stand-by, he/she shall be compensated by one and one-half times for actual

hours worked. Call back on a City holiday shall receive a minimum of three (3) hours at the time and one-half rate.

I. OVERTIME CONDITIONS: LOCAL PERIL OR DISASTER

In case of disaster, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect and compensation procedures will be determined at that time for such conditions.

J. DEDUCTIONS

Deductions from employees pay shall be made in accordance with prevailing laws, contracts and administrative rules and procedures.

K. PAID HOLIDAYS

1. Regular Holidays for Pay Purposes. Holidays for employee covered by this MOU shall be as follows:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King, Jr. Birthday)
- The third Monday in February (Presidents' Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The day after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas Day)
- December 31 (New Year's Eve)
- The employee's date of birth
- Two (2) days in lieu of September 9 (Admission Day) and the second Monday in October (Columbus Day), subject to the same rules and regulations as annual vacation leave and shall be credited to the employee as of July 1 for the current calendar year. Any new or reappointed employee whose appointment begins after July 1 of any year shall not be credited for the two (2) in-lieu holidays until the following July 1. Any regular employee who is on a non-pay status July 1 shall be credited with the two (2) in-lieu holidays immediately upon returning to a pay status.
- Every day appointed by the President of the United States or the Governor of California for public fast, thanksgiving, mourning or holidays as determined by the City Manager.

2. If any of the foregoing holidays fall on Saturday, the preceding Friday shall be observed as a holiday. If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as a holiday. If any of the foregoing holidays fall on an employee's normal day off, except Saturday or Sunday, they shall be credited to vacation. When the Christmas Eve and New Year's Eve holiday fall on a Sunday the Eve Holidays and Christmas and New Year Holidays will be observed on Monday and Tuesday. In the same manner, when the Christmas and New Year Holidays fall on a Saturday, they will be observed on Thursday and Friday.

3. Solid Waste and Wastewater Treatment Employees

- a. Except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, paid holidays shall not be observed by employees in the Solid Waste Division. Solid Waste employees working on non-observed holidays shall receive eight (8) hours of holiday pay at straight time and shall receive time and one-half for each hour worked. Employees will be allowed to use comp time or vacation leave to make up a full forty (40) hour work week.
- b. Wastewater employees required to work on a holiday shall receive eight (8) hours of holiday pay at straight time and shall receive time and one-half for each hour worked. Employees will be allowed to use comp time or vacation leave to make up a full forty (40) hour work week.

L. COMPENSATION FOR WORK ON PAID HOLIDAYS

Regular and probationary employees assigned to work holidays shall receive compensatory time off or pay in lieu of compensatory time off as recommended by the department head subject to the approval of the City Manager, except as otherwise provided in XIX. (J), (2), 1 and 2). All requests for holiday pay in lieu of compensatory time off shall be made by memorandum to the City Manager and approved by him/her in advance of payment by the Finance Department.

M. COMPENSATION DURING ATTENDANCE OF A TRAINING COURSE DURING VACATION, HOLIDAYS, DAY OFF

City employees should feel free to attend training courses that are available during their vacation, holidays or days off if they so desire, however, compensation for training courses held during days off, weekends, vacations or holidays will be authorized only where employees have been directed by the department head to attend such on the following basis:

- 1. Holidays: Employees directed to attend training courses will be compensated as provided in XVII (K) of this MOU.

2. Vacations: Employees scheduled to attend training courses held during their vacation will be allowed to reschedule their vacation days.
3. Days Off or Off Duty Shifts: Employees directed to attend training courses on their days off or off duty shifts will be compensated as provided in XVIII (E). Whenever an employee is out of the City for a number of days on a training course, such as one (1) week seminars, etc., the regular working schedule has no relationship to working hours which in school, training or in seminars and no special compensation other than regular pay and attendance expenses will be authorized. Under unusual circumstances, deviation from the foregoing procedure may be warranted by department heads, however, only after receiving approval from the City Manager.

N. SICK LEAVE COMPENSATION

1. Upon Honorable Separation: There is no cash value for sick leave other than at retirement
2. Upon Retirement: An employee having a minimum of ten (10) years of regular service with the City of Tulare shall be allowed the option of cashing out up to thirty (30) days and then placing all other time into an "account" with the City of Tulare. Funds in the account shall be used to pay retiree health insurance premiums with the City of Tulare. Upon retirement the City shall enter into an agreement with the said retiree showing the balance in the account. While there is money remaining in the account the City shall send a statement to the retiree each December showing the account balance and interest earned on the account. Interest shall be calculated based on the average twelve (12) months (January through December) with the Local Agency Investment Fund (LAIF). Sick leave shall be converted from time into a monetary amount at the retiree's last hourly rate of pay. Any funds not used in the account due to the retiree deciding to not stay on City health insurance shall cancel out and have no cash value.

Employee's choosing not to elect City retiree health insurance can cash out up to sixty (60) days. Any balance not cashed out under either option shall be reported to PERS in equivalent days toward service credit.

O. COMPENSATION FOR TEMPORARY WORK IN HIGHER CLASSIFICATIONS

1. Miscellaneous employees required to work in a higher classification, for a period of seven (7) or more calendar days, shall be compensated at an additional seven and one-half percent (7 ½%) or at the appropriate compensation for the position being filled, whichever is less, for the entire period worked.
2. Except in an emergency, no employee may be assigned to work out of his/her proper classification without written notification in advance.

3. In cases of extended absence, an employee assigned to work out of classification and able to perform the duties satisfactorily shall not be removed from the assignment until the absent employee returns to duty.
4. In cases where any employee feels he/she is working out of classification, said employee must appeal to his/her immediate supervisor writing seven (7) days with a copy of said appeal forwarded to the Human Resources Director.
5. The parties agree to an assignment pay of ten (10) percent for classifications not traditionally assigned supervisory duties which serve as lead worker over inmate labor crews for more than eighty (80) per cent of the position's time.

P. COMPENSATION FOR FRACTIONS OF HOURS WORKED

Fractions of hours worked shall be compensated as follows:

- 0 - 7.5 minutes no payment
- 7.5 - 22.5 minutes .25 hour
- 22.5 - 37.5 minutes .50 hour
- 37.5 - 52.5 minutes .75 hour
- 52.5 - 60.0 minutes 1.00 hour

Q. RETIREMENT COMPENSATION

1. All regular and regular part time employees are members of the Public Employees Retirement System. The employees and the City shall be subject to changes in the exact contributions and benefits, as determined by the system. The actual terms of retirement benefits for miscellaneous members and local safety members shall be determined by retirement system contracts.
2. The City of Tulare has contracted with PERS for optional benefits. The coverage key reflects the following changes:

	Optional Benefit	Miscellaneous
8.1	1 year final comp	01/1992
8.3	Sick leave credit	01/1992
8.4	1959 Survivor	03/21/1975
8.5	Military Sr Credit 76	06/30/1997
8.22	Inc 59 Survivor	07/03/1980
8.44	2% @ 55 retirement formula	06/30/1997
8.48	4 th level 1959 Survivor	11/06/1998
8.54	2.7% @ 55 retirement formula	07/01/06

	*2.5% @ 55 retirement formula for new hires	07/01/10
	2 W death benefit	02/11/12
	2% @ 62 retirement formula (new employees hired on or after effective date) 3 year average compensation – on new hires	01/01/13

3. Employee share to the California Public Employee Retirement System (CalPERS) (Membership definition: Classic - An employee hired by the City of Tulare prior to January 1, 2013. PEPR – An employee hired after January 1, 2013.)

a. Professional and Clerical Unit:

Classic professional and clerical unit members covered under this MOU pay, eight percent (8%) of the employee’s contribution to CalPERS. In addition, Classic professional and clerical unit members covered under this MOU pay, three percent (3%) of the City’s share of CalPERS. The total cost of the Classic employee’s contribution is eleven percent (11%).

PEPRA professional and clerical unit members covered under this MOU pay, six and one-quarter percent (6.25%) of the employee’s contribution to CalPERS. In addition, PEPRA professional and clerical unit members covered under this MOU pay, three percent (3%) of the City’s share of CalPERS. The total cost of the PEPRA employee’s contribution is nine and one quarter percent (9.25%).

b. Non-Management Personnel Unit:

Classic non-management personnel unit members covered under this MOU pay, eight percent (8%) of the employee’s contribution to CalPERS. In addition, Classic non-management personnel unit members covered under this MOU pay, three percent (3%) of the City’s share of CalPERS. The total cost of the Classic employee’s contribution is eleven percent (11%).

PEPRA non-management personnel unit members covered under this MOU pay, six and one-quarter percent (6.25%) of the employee’s contribution to CalPERS. In addition, PEPRA non-management personnel members covered under this MOU pay, three percent (3%) of the City’s share of CalPERS. The total cost of the PEPRA employee’s contribution is nine and one quarter percent (9.25%).

c. 212Effective January 1, 2013, with CalPERS Pension Reform (PEPRA), new employees will be placed on the appropriate miscellaneous plan consistent with CalPERS Membership requirements. Pursuant to PEPRA regulations, the CalPERS new member Employee Paid Member Contribution (EPMC) is subject to change

and may increase. If such changes occur, the City will notify CLOCEA prior to implementation of any rate changes.

R. ACCUMULATION OF PAID IN-LIEU HOLIDAYS

Employees may accumulate a maximum of twenty (20) in-lieu holidays.

S. NON-MANAGEMENT EXEMPT EMPLOYEE

Non-management Exempt status employees required to regularly attend board and/or commission meetings held outside of the normal working hours, upon approval of the department head and the Human Resources Director shall receive fifty-six (56) hours of exempt status leave per fiscal year. Exempt status leave shall be accrued on a bi-weekly basis and have a maximum accrual cap of fifty-six (56) hours.

T. TUITION REIMBURSEMENT

Regular City employees are eligible to receive tuition reimbursement for educational purposes which tend to improve their ability to accomplish their City jobs. Such reimbursement shall be subject to administrative rules and procedures established by the Human Resources Department. The maximum amount for tuition reimbursement under this policy is two thousand five hundred dollars (\$2,500) per fiscal year.

U. COMPENSATION FOR USE OF PRIVATE AUTOMOBILE IN CITY BUSINESS

City employees may receive compensation for the use of their personal vehicles in City business. Such compensation shall be at the prevailing Internal Revenue Service approved rate and upon approval of the employee's department head. For further details refer to City of Tulare Travel Policy number 92-03.

V. UNIFORM AND TOOL ALLOWANCE

1. Employees in the Fleet Maintenance Division and the Wastewater Treatment Plant who are required to wear uniforms, shall be provided with a uniform laundry service. Coveralls for Wastewater employees are included in the uniform service.
2. A stipend of two hundred dollars (\$200) per year will be provided for employees who work with or around heavy equipment for the purpose of securing steel-toed boots. Designated employees are required to wear and maintain said boots.
3. Effective with the first full pay period in July of 2019, employees in positions requiring use of personal tools shall receive an annual allowance of eight hundred dollars (\$800) for broken, lost and/or stolen tools. The only positions where personal tools are required are those in the Fleet Maintenance Division. Those positions are as follows: Mechanic I, Mechanic II, and Fleet Maintenance Supervisor.

Employees in the classification of Facilities Maintenance Technician are provided the necessary tools and equipment needed to perform their job by the City. Effective with the first full pay period of July 2019, employees in this classification shall be eligible to receive up to two hundred and fifty dollars (\$250) a fiscal year for specialty equipment/tools that enhance their ability to perform their job functions. In order to receive this allowance, proof of purchase must be submitted to the General Services Director for reimbursement.

4. Uniforms and related articles for employees required to wear uniforms will be provided in the following manner:
 - a. Five (5) sets of uniforms will be provided to employee initially. Uniforms shall be the property of the City. Cleaning service will be provided at City's expense at an estimated annual value between one hundred and twenty five dollars (\$125) to six hundred dollars (\$600) depending upon classification and fees set by service provider.
 - b. The City will permit flexibility for polo shirts as part of the City provided uniform.
 - c. Uniforms shall be replaced when a worn-out uniform is turned in, and/or a damaged uniform resulting from the course of employment is turned in.
 - d. One (1) set of coveralls shall be provided initially to employees in the Parks and Street Divisions, and two (2) sets of overalls shall be provided initially to employees in the Water Division. Said overalls will be replaced when a worn-out coverall is turned in, and/or a damaged coverall resulting from the course of employment is turned in. Coveralls shall be the property of the City.
 - e. Gloves shall be issued on an as-needed basis and shall be replaced by the City when the worn or damaged pair is turned in.
 - f. The uniform allowance for employees in the following classifications: Evidence Technician, Senior Evidence Technician, Police Receptionist, Department Assistant II in the Police Department, Property Room Assistant, Public Safety Dispatcher, Community Services Officer, Police Records Specialist, Fire Inspectors and Code Enforcement Officer, shall be three hundred and fifty dollars (\$350) per year.
 - g. One (1) orange safety jacket will be provided initially to employees working in street rights-of-way. Said jacket will be replaced when the worn-out jacket is turned in, and/or a damaged jacket resulting from the course of employment is turned in. Jackets shall be the property of the City.
5. Any additional uniforms needed shall be supplied at the employee's expense. The City shall establish such regulations and procedures needed for the administration of the uniform allowance procedures.

W. DEFERRED COMPENSATION

All regular employees may, at the employee's request, be included in a voluntary Deferred Compensation Plan whereby the employee may provide for the deferral of a specified amount of their current income to be invested and the payment of such deferred amount and interest thereon to be made at a later date. Said Deferred Compensation Plan shall be subject to approval by the Internal Revenue Service. Implementation of the plan does not involve any cost or charge to the City.

X. CERTIFICATION PAY

Employees in the following classifications shall be eligible to receive a maximum of five (5) percent certification pay. Certification pay shall be paid by achieving certification not required in the employee's current classification but the classification above the employee's current level. Classifications eligible for this benefit are as follows:

- Wastewater Treatment Plant Operators: Grades I, II, III, IV, V
- Wastewater Maintenance Workers: Grades I, II
- Wastewater Collection Maintenance Workers I, II, III
- Water Utility Maintenance Worker I, II (both treatment and distribution)
- Water Treatment Technician (both treatment and distribution)
- Water Utility Supervisor (Treatment)

Employees are required to submit a copy of their certification to their department head for approval and then forwarded to the Human Resources Department for processing.

Y. BILINGUAL PAY

The City will compensate designated positions fifty dollars (\$50) per month after qualifying by passing the examination administered by the Human Resources Department. The City will designate the positions that will be eligible for bilingual pay.

XIX. ANNUAL VACATION LEAVE

A. PURPOSE OF ANNUAL VACATION LEAVE

The purpose of an annual vacation is to allow an employee time to both mentally and physically refresh himself/herself in order that he/she be better able to carry out the duties of his/her position. To achieve this goal, it is the intention of the City to have the employee schedule a vacation for periods of at least one week.

B. ELIGIBILITY FOR ANNUAL VACATION LEAVE

All regular employees and probationary employees (upon the completion of six (6)

months of continuous service), shall be eligible for vacation leave. The amount of time available for an employee's vacation shall be accumulated through the month immediately preceding the month in which the employee's vacation falls.

C. ACCRUAL OF ANNUAL VACATION LEAVE

Vacation leave shall be accrued and credited monthly by all eligible employees who are on pay status for fifty percent (50%) or more of that month. (Regular part-time employees earn their vacation on a pro-rated basis depending upon allocated position). Employees eligible for vacation as defined above shall accrue vacation at the following rates:

Vacation Leave Accrual Rates in Hours

Years of Service	Yearly Accrual	Monthly Accrual	Bi-Weekly Accrual
1 to 4	80	6.66	3.07
5	88	7.33	3.38
6	96	8.00	3.69
7	104	8.66	4.00
8	112	9.33	4.30
9 to 15	120	10.00	4.61
15	160	13.33	6.15

D. ACCUMULATION OF ANNUAL VACATION LEAVE

Employees may carry over a maximum accumulation of one year's annual vacation leave, for a maximum credit of two (2) years annual leave. If vacation is denied due to a City related emergency, such vacation may be carried over into the following year as approved by the Department Head, if necessary.

Maximum Accumulation of Vacation Leave

Years of Service	Yearly Accrual	Maximum Accrual
1 to 4	80	160 hours
5	88	176 hours
6	96	192 hours
7	104	208 hours
8	112	224 hours
9 to 15	120	240 hours
15	160	320 hours

E. SCHEDULING OF VACATION LEAVE

Employee vacations are provided only upon request and must be approved in advance by the employee's Department Head/Division Manager. Early requests are an aid in scheduling.

F. WORKING DURING VACATION LEAVE

The City shall discourage any employee from working for another employer during his/her vacation. At no time will an employee be permitted to work for the City during his/her vacation and receive double compensation.

G. HOLIDAYS WITHIN VACATION LEAVE

When a recognized City holiday falls within an employee's vacation for which he/she normally would have been excused from work, that day shall not be charged as a day of vacation.

H. ILLNESS WITHIN VACATION LEAVE

If an employee becomes ill or injured during his/her vacation leave which requires hospitalization or medical attention, those days for which proof of such hospitalization or medical attention is furnished shall not be charged as annual vacation but shall be charged as sick leave. Employees shall notify their Supervisor/Manager at the time this occurs.

I. PAYMENT OF ANNUAL LEAVE UPON TERMINATION

Employees who terminate employment shall be paid for any accrued vacation. Payment for accrued vacation upon termination shall be at the employee's current hourly rate of pay and be paid with their last paycheck with the City.

J. EFFECT OF EXTENDED MILITARY LEAVE

An employee who interrupts his/her service to the City because of an extended military commitment, shall be compensated for accrued vacation leave upon separation from service to the City.

XX. SICK LEAVE

A. STATEMENT OF POLICY

Sick leave is provided as a benefit for use with specific healthcare issues, and must be approved by the department head. Sick leave for employees shall be allowed only as necessary for actual personal illness or injury or medical or dental treatment. Sick leave shall be allowed to a maximum of six (6) days (forty-eight (48) hours) per year due to family illness in the immediate family (Family Sick Leave). Family Sick Leave may be used

to actually care for or arrange for the care of family members who are ill and cannot care for themselves, or to take family members to routine medical or dental appointments. The City's definition of immediate family members (as outlined in California Labor Code, Chapter 245.5) is:

1. A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
3. A spouse.
4. A registered domestic partner.
5. A grandparent.
6. A grandchild.
7. A sibling.

B. ELIGIBILITY FOR SICK LEAVE

Regular, Regular Part Time and Probationary (upon completion of six (6) months of continuous service) shall be eligible for sick leave with pay.

C. ACCRUAL OF SICK LEAVE

Sick leave shall be accrued and credited monthly by all eligible employees who are on a pay status for fifty percent (50%) or more of that month. Those employees eligible for sick leave, as defined in Section XIX (B), shall accrue sick leave at the rate of eight (8) hours per month. Employees in regular part-time allocated positions shall earn sick leave on a pro-rated basis, based upon the allocation of their position.

D. ACCUMULATION OF SICK LEAVE

There shall be no maximum on the amount of sick leave an employee may accumulate.

E. HOLIDAYS WITHIN SICK LEAVE

When a recognized City holiday falls within an employee's bonafide use of sick leave for which he/she normally would have been excused from work, that day shall not be charged as a day of sick leave.

F. USAGE OF SICK LEAVE

Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave.

G. DEDUCTION OF SICK LEAVE

Sick leave shall be deducted at the rate of one (1) hour sick leave for each hour absent.

H. VERIFICATION OF SICK LEAVE USAGE

The City reserves the following rights with regard to control and verification of appropriate sick leave usage:

1. The City may require that any employee who uses more than two (2) consecutive days of sick leave to provide a physician's certification of the employee's illness.
2. The City may formally place an employee on "sick leave restriction" whereupon, for a period of time, the employee may subsequently be required to provide the City a physician's certification of illness for each incidence of sick leave usage, regardless of the amount of time off work. In determining whether or not to place an employee on "sick leave restriction", the City agrees to consider not only gross usage and so-called "patterns of usage", but also extended illness, major medical problems and incidents of family sick leave.

I. WORKERS COMPENSATION

An employee who is absent from work by reason of an injury or illness covered by Worker's Compensation shall continue in pay status under the following provisions:

1. The employee shall continue to receive his/her regular paycheck as long as he/she remains on pay status; provided, however, that such employee assigns to the City any and all Worker's Compensation payments received by the employee.
2. The employee's accumulated sick leave shall be reduced in an amount corresponding to the percent of the employee's salary being paid by the City.
3. The employee will continue in pay status and receive his/her regular rate of pay until his/her accumulated sick leave, compensatory time and vacation days have been depleted to the nearest one-half (1/2) day.
4. During the time the employee is in pay status while absent from work by reason of injury or illness covered by Worker's Compensation, he/she shall continue to accrue sick leave and vacation benefits as though he/she were not on leave of absence, but shall not receive credit for holidays.

5. An employee who depletes his/her accumulated sick leave, compensatory time, holidays, and vacation days to maintain pay status while absent from work by reason of an injury or illness covered by Worker's Compensation shall be removed from pay status and be covered under the provisions of XX (J) of this MOU.

J. DEPLETION OF SICK LEAVE, COMPENSATORY TIME AND VACATION BENEFITS

Upon depletion of accumulated sick leave, compensatory time and vacation for any injury or illness and upon the recommendation of the employee's department head, an employee may be placed on medical leave of absence without pay for a period not to exceed sixty (60) days. If the employee is unable to return to work at the end of this period, he/she must request medical leave which shall be subject to approval of the City Manager. If further leave is granted, the employee must notify the City of his/her intent to return every thirty (30) days. If further leave is not granted, the employee's service with the City shall be considered terminated.

K. EMPLOYEE REHABILITATION

The City shall provide a rehabilitation program for industrially injured employees pursuant to Section 139.5 of the California Labor Code. Employees unable to return to their previous position shall be interviewed for an available position, if said employee submits a timely application and meets the minimum qualifications for such position. The above procedure applies for a period of eighteen (18) months. The employee's name shall be placed on a mailing list for the period designated above.

L. COMPENSATION FOR SICK LEAVE UPON TERMINATION

There is no cash value to sick leave other than what is listed under "Sick Leave Compensation Upon Retirement".

XXI. OTHER LEAVES OF ABSENCE

A. LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay may be granted in cases of emergency where such absence would not be contrary to the best interests of the City. Such leave is not a right but a privilege. Employees on authorized leave of absence without pay may not extend such leave without the expressed approval of the City Manager. No vacation shall be used for illness occurring during such leave.

1. Approval of Department Head: Leave of absence without pay for one (1) week or less may be granted by the department head, depending on the merits of the individual case. Such leave shall be reported to the Human Resources Director.

2. Approval of City Manager: Leave of absence without pay in excess of one (1) week's duration may be granted by the City Manager on the merits of the case, but such leave shall not exceed twelve (12) months' duration.

B. ABSENCE WITHOUT LEAVE

Absence without leave shall be considered to be without pay and reduction in the employee's pay shall be made accordingly. Absence without leave for more than three (3) consecutive days may result in termination of employment.

C. LEAVE OF ABSENCE: DEATH OUTSIDE OF THE IMMEDIATE FAMILY

Leave without pay may be granted a regular employee by his/her department head in the event of death of family member, other than the immediate family, such leave to be granted in accordance with XXI (A) of this MOU>

D. MATERNITY

Leave of absence for maternity will be covered under the provisions of XX (A and G) of this MOU. An employee may work until she has been advised by her doctor to cease working. The employee may continue on sick leave either until the doctor gives written permission to return to work or until benefits afforded under City, State and Federal law are exhausted.

E. EMPLOYEE'S TIME OFF TO VOTE

Time off with pay to vote at any general, special, direct primary or Presidential primary election shall be granted as provided in the State of California Elections Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said code.

F. JURY DUTY: LEAVE OF ABSENCE

Employees required to report for jury duty shall be granted a leave of absence from their normal shift with pay, provided the employee remits to the City all fees received for such duties, other than mileage or subsistence allowance, within thirty (30) days from the termination of his/her jury service. Employees are required to provide the City a copy of the subpoena prior to serving jury duty. Employees released from jury duty shall report back to work if more than two (2) hours of their regular shift remains at the time they are released if the court they are serving is within a thirty (30) minute commute time from the employee's assigned work site.

G. SUBPOENAS: LEAVE OF ABSENCE

Regular employees who are subpoenaed to appear as witnesses in a court trial may be

granted a leave of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within thirty (30) days from the termination of his/her service. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

H. BEREAVEMENT LEAVE

The City shall allow an employee to be absent from work with pay for a maximum of three (3) days for a death which occurs within the State of California. If the death occurs outside the State of California and an employee must travel outside the state, a maximum of five (5) days with pay shall be allowed. Bereavement leave is allowable in the case of a death of an immediate family member which for bereavement only shall be defined as a father, mother, step mother, step father, sister, brother, husband, wife, son, daughter, step child, father-in-law, mother-in-law, or any in-law or relative with whom the employee resides.

Employees shall be granted one (1) day from work for the death of a relative. A relative is a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. If additional time is required for any of the above, the employee with the Department Head approval may take sick days as needed in compliance with Section XX (B) and (I). All other uses of bereavement leave i.e., aunt, uncle, niece, nephew etc. shall be vacation time or other leave banks other than sick leave.

I. EDUCATIONAL LEAVE

Employees may receive paid leave to attend courses, seminars and/or workshops for conventions, which enhance their knowledge, skills or performance in relation to their job. The determination as to when and whether an employee is granted leave shall be made by the department head.

XXII. LAYOFF

- A. An employee may be separated from City employment because of a shortage of work, lack of funds or department reorganization. Notice of such separation shall be given to the affected employee at least thirty (30) days prior to the effective date of separation. Separation under this policy shall not be subject to formal appeal.
- B. In any such reduction in personnel, seniority shall be observed. The sequence of layoff shall be in the reverse order of total cumulative time the employee has worked for the City of Tulare, upon the effective day of the layoff. Total cumulative time shall include the employee's time served in probationary and regular status and time served on military leave while employed with the City,
- C. For seniority purposes regular part-time employees shall be converted on an hour to hour comparison to establish seniority (Example: a twenty (20) hour per week employee shall only be credited with six (6) months' worth of seniority for each year they are employed in a twenty (20) hour position).

- D. Employees subject to layoff may move to vacant City positions if the employee is fully qualified. Employees may also “bump” other employees equal to or in a lower classification having less seniority, provided that the separated employee is fully qualified and capable of performing the work of the new position. Those unable to move to a new position will be placed on the Reemployment List. The Reemployment List shall be defined as the names of those employees who have been laid off under the terms of this policy.
- E. Employees who are bumped through this process shall have the same rights to “bump” others according to these rules, or be placed on the reemployment list.
- F. Any employee displaced by layoff who qualifies and elects to fill a vacant position, bump to a lower classification, or return to work from the reemployment list, will be subject to a six (6) month probationary period. Failure to pass probation will result in a return to the reemployment list with placement there by seniority.
- G. The acceptance of a part-time appointment shall not prejudice the opportunity for full time employment. Such employees shall remain on the reemployment list as governed by this document.
- H. Any laid off employee refusing an offer of full time employment will be moved to the bottom of the reemployment list.
- I. Employees who have been laid off or bumped and are qualifying to return to work from the reemployment list shall, for one (1) year from the date of separation, have three (3) priority points added to their final examination score.
- J. The City shall pay for health insurance in the same manner as any normal employee for a period of three (3) months if the laid off employee has less than ten (10) years of service with the City, or for six (6) months if the employee have ten (10) or more years of such service. This coverage begins with the effective separation date of the employee.
- K. Those separated through layoff or being bumped, will be placed on a mailing list and notified of City vacant positions for a period of eighteen (18) months from their date of separation with the City.
- L. The City agrees that the Union shall have access to the reemployment list as it may pertain to bargaining unit members and may participate in the reemployment process on behalf of Union members.

XXIII. DISCIPLINARY PROCEEDINGS

A. DISCIPLINARY ACTION: DEFINITION

As used in this chapter, "disciplinary action" shall mean discharge, demotion, reduction

in salary, reprimand, disciplinary probation or suspension.

B. CAUSES FOR DISCIPLINARY ACTION

Causes for disciplinary action against any employee may include, but not be limited to, the following:

1. Unauthorized absence or tardiness.
2. Failure to report absences from work or failure to return immediately from authorized leave.
3. Failure to follow the instruction of a supervisor, manager or other proper authority.
4. Disorderly conduct on City premises or while on duty elsewhere, such as, but not limited to, fighting and use of abusive or threatening language.
5. Possession, use, receiving, distributing or being under the influence of alcoholic beverage or drugs while on duty.
6. Falsifying or altering City records, including, but not limited to, employment, medical, pay and benefit records, or permitting one's time card to be recorded by another employee.
7. Intentional harm to City or other's personal property.
8. Theft.
9. Dishonesty.
10. Violation of safety rules.
11. Unauthorized removal of City documents, records or other property.
12. Negligent or careless performance of duties.
13. Failure to meet acceptable standards of performance.
14. Failure to observe work schedules or assignments.
15. Misuse of City property.
16. Unauthorized departure from job, department or City premises.
17. Loitering or sleeping on the job.

18. Gambling on City's premises or while on duty elsewhere.
19. A personal appearance or mode of dress that is unkempt to the point of being detrimental to the business environment of the City.
20. Allowing unauthorized individuals to ride in City's vehicles.
21. Discourteous treatment of the public or other employees.
22. Violation of any provisions of these working rules and regulations, administrative policies or written departmental rules and regulations.

C. PERSONS BY WHOM DISCIPLINARY ACTION MAY BE TAKEN

The City Manager or any department head may take disciplinary action against an employee under his/her control for one (1) or more of the causes for discipline specified in this article.

D. PROCEDURE PRECEDING IMPOSITION OF DISCIPLINARY ACTION

Prior to initiating any disciplinary action, excluding reprimands, against an employee having regular status, the City Manager or department head shall serve written notice on the employee, personally or by certified mail, at least seven (7) calendar days prior to the effective date of the disciplinary action. The written notice shall include:

1. A description of the action to be taken and the effective date or dates.
2. A statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based.
3. A statement advising the employee of the right to respond, either verbally or in writing, to the disciplining authority prior to the effective date of the proposed discipline. (Skelly Procedure)
4. A statement advising the employee that he/she may represent himself/herself or may be represented by a person of his/her choosing.
5. A statement that a copy of the materials upon which the proposed action is based in attached or available for inspection upon request.
6. A statement that if the proposed discipline is imposed, the employee has a right to appeal.

Upon request of the affected employee, the City Manager or department head may extend the response from the employee provided that such extension will have no detrimental effect on the City.

E. IMPOSITION OF DISCIPLINARY ACTION

Upon expiration of the period allowed for employee response and after having given consideration to any response filed by the affected employee, the City Manager or department head may impose appropriate disciplinary action.

F. EXTRAORDINARY CIRCUMSTANCES

1. In those extraordinary circumstances wherein the City Manager or department head determines that the nature of the employee's act or the charges against him/her are such as to require the employee's immediate removal from the job site, the employee may be placed on leave with pay pending service of the notice of disciplinary action and the effective date of the disciplinary action. In the case that discipline is imposed and upheld, such leave shall be charged as vacation leave.
2. In those instances where it is determined that immediate disciplinary action is necessary against an employee as a result of accusations against such employee which would constitute a felony or a misdemeanor involving moral turpitude, the City Manager may impose disciplinary action without compliance with the provisions set forth in XXIV (D) of this MOU. (Procedure Proceeding Disciplinary Action).
3. If, in the opinion of the City Manager or the department head, the employee's behavior is such that he/she is temporarily unable to perform his/her job and the intent is to remove him/her from the job site until he/she is able to return and function adequately, said employee may be placed on sick leave and sent home until determined by the City Manager or department head that he/she is able to function adequately.

G. RIGHT OF APPEAL

A regular employee shall have the right of appeal to the Human Resources Director from any disciplinary action taken by his/her department head under this chapter. Such appeal must be filed with the Human Resources Director within ten (10) working days after receipt of the written notice of such disciplinary action. The appeal must be in writing and must state specifically the reasons upon which it is based.

H. RIGHT OF APPEAL: HEARING

Upon receipt of a written appeal from an affected employee, the Human Resources Director shall arrange for a hearing as provided in this chapter. Said hearing shall be conducted as soon as possible after receipt of the written appeal. The Human Resources Director shall arrange for the selection of a Hearing Officer utilizing the services of the American Arbitration Association or State Mediation and Conciliation Services to conduct the hearing and issue a binding decision. Hearings shall be conducted under the voluntary rules of the American Arbitration Association.

I. RIGHT OF APPEAL: REPRESENTATION

The appellant employee shall have the right to appear personally or to be represented by counsel or by anyone else of his/her choosing, including other City employees, with the exception of supervisory, management and confidential employees.

J. RIGHT OF APPEAL: FAILURE OF EMPLOYEE TO APPEAR

Failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the City Manager or department head shall be final.

K. RIGHT OF APPEAL: DECISION

The Hearing Officer shall render a decision within thirty (30) days after the conclusion of the hearing or after receipt of the official hearing transcript. The Hearing Officer's decision shall be final and conclusive. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the Hearing Officer, the employee shall be compensated in all or in part for the time lost as determined by the Hearing Officer. Any appeal of the Hearing Officers decision through judicial review must be filed within ninety (90) days of said decision pursuant to the Code of Civil Procedures Section 1094.6.

L. EFFECT OF DISCIPLINARY ACTIONS

1. Verbal Reprimand: Employees may receive a verbal reprimand.
2. Written Reprimand: Employees receiving a written reprimand shall have a copy filed in his/her personnel file kept in the Human Resources Department. The employee shall initial a copy of the reprimand prior to its filing, indicating that he/she has read the reprimand. The employee shall have the right to enclose a written response to the reprimand in his/her personnel file.
3. Disciplinary Probation: Employees placed on disciplinary probation shall not accrue vacation, sick leave or earned time for salary review while on such probation.
4. Suspension: Employees suspended from the municipal service shall forfeit all rights, privileges and salary while on such suspension with the exception of group health and life insurance benefits.
5. Salary Reduction: Employees who have had their salary reduced shall receive the lowered salary until such time as the department head or City Manager determines that an increased salary is merited.
6. Last Chance Agreement: The City and the affected employee may negotiate a "Last Chance" agreement.

7. Discharge: Employees terminated according to this MOU and/or other applicable City Rules and Regulations, shall be paid salary for vacation and worked holidays accumulated to the effective date of termination.

M. RELEASING OF INFORMATION RELATIVE TO DISCIPLINARY ACTION AGAINST MUNICIPAL EMPLOYEES

1. In the interest of preventing undue embarrassment and subsequent loss of ability to perform City work effectively, the following policy will prevail regarding release of information to the news media on personnel actions:
 - a. No information shall be released without prior approval of the City Manager.
 - b. No information will be released until final action has been determined and taken.
 - c. Even after final disposition of the matter, no details will be released other than the exact nature of the action taken.
2. The foregoing personnel procedure is sanctioned under the Ralph M. Brown Act and related laws. The Attorney General's opinion interpreting Government Code Section 54957 is as follows:

"The purpose of SEC. 54957 is to protect individual public employees and officers from unfavorable publicity, and to permit private inquiry into the employee's activities, or investigation of charges against such employees."

N. INFORMAL COUNSELING WITH THE CITY MANAGER

Nothing in these rules and regulations shall prohibit the City Manager from meeting informally with an employee regarding possible disciplinary action in order to attempt to resolve the problem.

O. NON-APPLICABILITY

The provisions of this section shall not apply to reductions in the work force or reductions in pay which are part of a general plan to reduce or adjust salaries and wages.

XXIV. MISCELLANEOUS

A. REPORTS OF CHANGE OF STATUS

All actions involving employment and change in status of employment shall be reported by the department head to the Human Resources Director on City of Tulare Personnel Action Forms. Copies of such reports shall be furnished to the employee involved.

B. DAMAGE CLAIMS

Any employee of the City of Tulare filing suit for damages arising from occupational injury shall notify the Finance Director of the amount of damages collected from such suits in order that all expenses paid by the City may be recovered.

C. GRATUITIES

No officer or employee of the City shall solicit or accept any gratuity for services rendered.

D. OUTSIDE EMPLOYMENT

Any regular employee desiring to engage in regular outside employment shall first obtain non-City conflict job approval for his/her department head. The employee shall submit a statement to his/her department head on a standard City form, naming the prospective employer, his/her address and telephone number and outline the proposed duties and the hours of work. Approval may be denied if, in the opinion of the department head, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to review by the Human Resources Director and shall be resubmitted prior to January 10 each year to maintain a valid, continuous authorization.

E. CONFLICT OF INTEREST

All designated employees shall comply with departmental conflict of interest codes or the applicable regulations adopted by the Fair Political Practices Commission.

F. INSURANCE - HEALTH, DENTAL AND VISION

1. For those employees covered under this MOU who are enrolled for dependent coverage, the City shall contribute sixty-five percent (65%) of the premium per month toward the employee's health, dental, vision and life insurance and dependent health, dental, vision and life insurance costs. The employee shall contribute thirty-five percent (35%) per month toward the cost of dependent insurance coverage.
2. For those employees covered under this MOU who are not enrolled for dependent insurance coverage, the employee shall pay twenty-five dollars (\$25) per month and the City shall pay the balance of the employee health, dental, vision and life insurance cost. Regular part-time employees assigned to work less than the standard forty (40) hour work week, shall pay a proportional share of the employee premium.
3. Employees hired after June 23, 1984, upon retirement shall pay one hundred (100%) percent of the total costs of the health insurance premium (with or without dependent coverage). Any increases in future premiums after retirement shall be borne by the retiree. Effective July 1, 2000, in order to be eligible for said benefits,

the employee must directly retire, be at least fifty-five (55) years of age and have provided ten (10) years of service to the City of Tulare.

4. Employees may buy back vacation time for incurred medical costs under the following conditions:
 - a. Employee may exchange up to four (4) weeks, one hundred and sixty (160) hours annually for out of pocket medical expenses.
 - b. An exchange may not reduce an employee's vacation bank to less than forty (40) hours.
 - c. Routine withholding taxes will apply.
 - d. An employee must incur a minimum of one thousand dollars (\$1,000) out of pocket expenses to be eligible for buy back.
 - e. Absent an emergency (a one-time expense of more than \$1,000) all exchanges will take place in May with payment to the employee by the first full pay period in June. In an emergency, the exchange and payment to the employee shall be processed within one (1) month of notification to the Human Resources Department. Copies of current bills (May 1 through April 30) must be submitted to substantiate the need for the vacation exchange.

If the health insurance administrator recommends future rate increases or program modifications to be implemented, he/she shall make a recommendation to the Health Insurance Committee stating the reasons why such an increase or changes are recommended. The Health Insurance Committee shall then make a recommendation to the City Manager within thirty (30) calendar days after receipt of said recommendation. The City Manager will make a decision based on the information provided and present it to the City Council for implementation. The City and employees agree to pay any increased costs in the same proportion as the current contribution.

G. INSURANCE - LIFE

Life insurance for non-management employees shall be provided at \$20,000. The City will bear the cost of the premium for said term life insurance.

H. RETIREMENT

All regular and regular part-time employees are member of the Public Employees' Retirement System. The employees and the City shall be subject to changes in the exact contributions and benefits, as determined by the system. The actual terms of retirement benefits for miscellaneous members shall be determined by retirement system contracts.

I. PERSONNEL FILES

An employee or his/her recognized employee representative, with the written consent of the employee, shall be entitled to review his/her personnel folder upon request. The employee shall, in advance, be advised of, entitled to read and respond to all statements written by the employee's supervisor, department head or fellow employee of his/her work performance or conduct if such statement is to be placed in the employee's file. No such material shall be filed until an employee has had the opportunity to review and respond to such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.

At the conclusion of three (3) years and upon sustained improvement, an employee may request that non-substantial disciplinary documents (written reprimand, and suspension or reduction in pay of forty (40) hours or less) be removed from the personnel file. Such requests must be submitted in writing to the Human Resources Director.

At the conclusion of five (5) years and upon sustained improvement, an employee may request that substantial disciplinary documents (demotion, suspension or reduction in pay of more than forty (40) hours) be removed from the personnel file. Such requests must be submitted in writing to the Human Resources Director.

J. POSITION RECLASSIFICATION

1. Position Reclassification

An employee who believes his/her position is wrongly classified may submit a written request to his/her supervisor for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Human Resources Director in January or February so that changes may be presented to the City Council in July.

2. Classification Analysis

The supervisor shall forward the request to the department head. The department head shall then request that the Human Resources Department conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The City shall endeavor to complete the analysis as soon as practicable.

3. Appeals

If the employee disagrees with the response of the Human Resources Director, he/she may appeal to the City Manager in writing. The written appeal must state the reasons

why he/she feels that the Human Resources Director's findings were incorrect. The City Manager may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Manager shall be final.

K. EMPLOYEE ASSISTANCE PROGRAM POLICY

The City recognizes emotional, medical and substance abuse (alcohol and drugs) problems as treatable conditions. An employee's problem with alcohol and drug abuse, etc., will be a concern only when it manifests affect upon his/her job performance. There is no desire on the part of the City to intrude into the employee's private life. However, if personal problems being to impact job performance, the Employee Assistance Program provides the employee with a possible alternative to disciplinary action. It is expected that the responsibility for recovery rests with the employee. Employees who suspect that they have a problem will take advantage of diagnostic, counseling and assessment services made available through the Employee Assistance Program.

L. FLEXIBLE BENEFITS PROGRAM

The City shall maintain a flexible benefits program in accordance with Section 125 of the Internal Revenue Code. The employees shall be responsible for the monthly cost. Participation in the flexible benefits program is available to all employees covered under this MOU.

M. VEHICLE USE POLICY

The City Manager shall determine the allocation of usage of City-owned vehicles in accordance with the business needs of the City. All City-owned vehicles shall be operated in conformance with administrative policy, unless the use of a vehicle is otherwise controlled by contractual agreement or other policy adopted by the City Council. The City Manager shall be the responsible authority for interpretation and implementation of adopted vehicle use policies.

N. ADMINISTRATION FEE

The Union agrees to allow the City of Tulare to recover \$1.00 administrative fee allowed by law for garnishments.

O. LABOR MANAGEMENT MEETING

The parties agree that representatives of the City and Members of the CLOCEA Board of Directors (no more than six (6) employees) will meet bi-monthly (August, October, December, etc.) to discuss issues of common interest and improve communications. Under no circumstances are these meetings to be interpreted as "Meet and Confer" events.

P. UNION DUES AND RIGHTS

1. Dues

Dues paid by members of CLOCEA shall be deducted by the City from the City warrants of those employees in this unit who are members of CLOCEA who elect to have their dues deducted in this manner. The City shall transmit the dues deducted to CLOCEA. CLOCEA shall notify the City, in writing, as to the amount of dues uniformly required for members of CLOCEA who choose to enroll in membership.

CLOCEA shall submit to the City, a certified list of dues paying members which will be used by the City to determine from which employees to deduct monthly union dues. The amount of dues shall be determined by CLOCEA and the City shall implement any change in the first pay period which commenced thirty (30) days after the Finance Director receives written notice of the change.

The City shall deduct the dues from twenty-six (26) bi-weekly pay warrants of each employee covered under this MOU whom CLOCEA has certified as dues paying members. All dues deducted shall be promptly transmitted by the City to CLOCEA. The employee's earnings must be sufficient after required deductions are made to cover the amount of dues authorized. When an employee is in a non-pay status for an entire pay period, no deductions under this Article will be taken.

The City shall notify CLOCEA promptly of any employee who, because of a change in employment status, is no longer a member of CLOCEA, or who is no longer subject to the provisions of this article.

2. New Employee Orientation

The City will disseminate the current CLOCEA MOU to each CLOCEA covered employee, during the New Employee Orientation process. In addition, CLOCEA will be notified when an orientation session is scheduled and make time available during that process for CLOCEA representatives to meet with the new employee(s), at the Union's request.

Q. REVISED AND/OR NEW PERSONNEL POLICIES

The Union agrees to meet, discuss and participate in revisions and/or the development of the following personnel policies: Harassment and Discrimination, Substance Abuse, Discipline, Recruitment, Grievance and Compensation.

R. LEAVE BANK DONATIONS

Under the City's Leave Donation Policy, eligible employees needing donated leave shall submit all necessary paperwork directly to the Human Resources Department.

S. ELECTION RULES

An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing employees in an appropriate unit shall be subject to the City Rules and Regulations for Election Procedures. No petition for purposes of decertifying the existing formally recognized employee organization may be submitted during the term of the Agreement except as provided by the Rules and Regulations of the City of Tulare.

T. TIME CLOCKS

The City and CLOCEA agree that time clocks will be installed for employees in the Public Works department in order to reflect a true and accurate recording of an employee's time worked for pay purposes. The timeframe for time clock implementation is after January of 2020. The City and CLOCEA will work to design a procedure/policy that outlines the use of time clocks prior to the use of time clocks.

XXV. GRIEVANCE PROCEDURE

A. PURPOSE OF CHAPTER

Grievance procedures for employees covered under this MOU are provided herein:

1. To promote improved employer/employee relationships by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford employees, individually or through qualified employee organizations, a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions.
3. To provide that grievances shall be settled as near as possible to the point of origin.
4. To provide that grievances shall be resolved at the lowest possible supervisory or administrative level.

B. MATTERS SUBJECT TO GRIEVANCE PROCEDURES

For the purposes of this section, a grievance shall be considered as any matter for which appeal is not provided for, or prohibited, in the personnel ordinance concerning:

1. A dispute about the interpretation or application of any ordinance, rule or regulation governing personnel practices or working conditions.
2. A dispute about the practical consequences of a City decision on wages, hours and other terms and conditions of employment.

3. A decision affecting the employment of any regular or probationary employee over which his/her appointing power has partial or complete jurisdiction.

C. INFORMAL GRIEVANCE PROCEDURE

Every effort should be made to find an acceptable solution by informal means at the grievance or complainant through discussions with his/her immediate supervisor within fifteen (15) days of the incident in question. If, after such discussion, the employee is not in agreement with the decision reached through such discussion, he/she shall have the right to file a formal written grievance within ten (10) calendar days following the receipt of the informal decision.

D. FORMAL GRIEVANCE PROCEDURE

Formal grievance procedure, after exhaustion of the informal grievance procedure, shall proceed as follows:

1. First Level of Review

A grievance shall be presented, in writing, to the employee's immediate supervisor which shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance. If the employee does not agree with his/her supervisor's decision, or if no answer has been received within fifteen (15) calendar days, the employee may present the appeal, in writing, to his/her supervisor's immediate superior. Failure of the employee to take further action within the (10) calendar days after receipt of the written decision of his/her supervisor, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a withdrawal of the grievance.

2. Second Level of Review

The supervisor receiving the grievance shall review it, 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, or if no answer has been received within the fifteen (15) calendar days, he/she may present the appeal in writing to the department head. Failure of the employee to take further action within the ten (10) days if no decision is rendered will constitute a withdrawal of the grievance.

3. Third Level of Review

The grievance shall be presented, in writing, to the employee's department head who shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The department head shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar

days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, he/she may proceed to the fourth level of review. 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 withdrawal of the grievance.

4. Fourth Level of Review

The grievance shall be presented, in writing, to the Human Resources Director, who shall forward it to the State of California Department of Industrial Relations Conciliation Service with a request that the Conciliation Service appoint a mediator to confer with the aggrieved employee and with the department head or his/her designee. After considering the merits of the grievance, the mediator shall forward his/her decision, in writing, to the Human Resources Director with copies to the department head and aggrieved employee. If either the employee or the department head does not agree with the decision reached by the mediator, a written appeal may be made to the City Manager within ten (10) calendar days following receipt of said decision. In the event there is no appeal, the decision of the mediator shall be final.

5. Fifth Level of Review

Upon receiving an appeal from the fourth level, the City Manager or his/her designated representative shall discuss the grievance with the employee, his/her representative, if any, and with all appropriate persons. The City Manager shall render a decision, in writing, to the employee within twenty (20) calendar days after receiving the grievance. The decision of the City Manager shall be final.

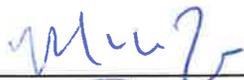
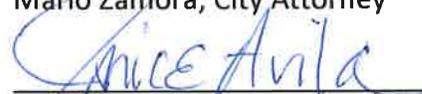
E. CONDUCT OF GRIEVANCE PROCEDURE

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
2. The employee may request the assistance of a representative of his/her own choosing in preparing and presenting his/her grievance at any level of review.
3. Employees shall be free from reprisal from using the grievance procedure.
4. Grievances which cannot be resolved at the lowest possible level may be expedited to the appropriate level. The decision as to what level is appropriate will be made by the department head after consultation with the affected employee and supervisor.

Signature Page
Memorandum of Understanding
Between
The City of Tulare
And the
California League of City Employees Associations (CLOCEA)
July 1, 2018 through June 30, 2021

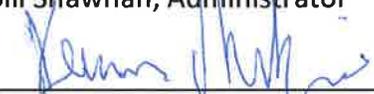
IN WITNESS WHEREOF, the parties hereto have set their hands as of the date stated below.

FOR THE CITY OF TULARE

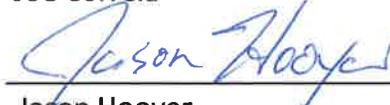
By: 
Mario Zamora, City Attorney

Janice Avila, Human Resources Director

Darlene Thompson, Finance Director

FOR CLOCEA

By: 
Bill Shawhan, Administrator

Kevin Phillips, President

Anthony Cortez

Joe Correia

Jason Hooyer

Steve Garcia

Dated: 05-15-2019

Dated: 5-20-19