



# CITY of CLOVIS

## AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060  
[www.cityofclovis.com](http://www.cityofclovis.com)

July 5, 2022

6:00 PM

Council Chamber

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; you may participate by calling in by phone (see “Verbal Comments” below); and you may view the meeting which is webcast and accessed at [www.cityofclovis.com/agendas](http://www.cityofclovis.com/agendas).

### Written Comments

- Members of the public are encouraged to submit written comments at: [www.cityofclovis.com/agendas](http://www.cityofclovis.com/agendas) at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:

- Council Meeting Date
- Item Number
- Name
- Email
- Comment



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

## **Verbal Comments**

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic

## **Webex Participation**

- Reasonable efforts will be made to allow written and verbal comment from a participant communicating with the host of the virtual meeting. To do so, a participant will need to chat with the host and request to make a written or verbal comment. The host will make reasonable efforts to make written and verbal comments available to the City Council. Due to the new untested format of these meetings, the City cannot guarantee that these written and verbal comments initiated via chat will occur. Participants desiring to make a verbal comment via chat will need to ensure that they accessed the meeting with audio transmission capabilities.

## **CALL TO ORDER**

## **FLAG SALUTE - Councilmember Mouanoutoua**

## **ROLL CALL**

## **PRESENTATIONS/PROCLAMATIONS**

1. Presentation Recognizing the Achievements of Multi-Emmy Award Winner Jeff Aiello.
2. Presentation of Proclamation Declaring July as Parks and Recreation Month.

**PUBLIC COMMENTS** - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

**ORDINANCES AND RESOLUTIONS** - With respect to the approval of resolutions and ordinances, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

**CONSENT CALENDAR** - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

- [3.](#) Administration - Approval - Minutes from the June 20, 2022, Council Meeting.
- [4.](#) General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Employees Association.
- [5.](#) General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Firefighters Association.
- [6.](#) General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Public Safety Employees Association.
- [7.](#) General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Professional and Technical Association.
- [8.](#) General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Public Works Employees Association.
- [9.](#) General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Confidential Technical and Financial Professionals.
- [10.](#) General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Transit Employees Bargaining Unit.
- [11.](#) General Services – Approval – Res. 22-\_\_\_\_, Authorizing COVID Premium Pay for Unrepresented Extra Help Employees.
- [12.](#) General Services – Approval – Res. 22-\_\_\_\_, Adopting Wage and Benefit Changes for City of Clovis Unrepresented Management Employees for FY2022-2023, FY 2023-2024, FY 2024-2025, and COVID Premium Pay for Unrepresented Management Employees.
- [13.](#) General Services – Approval – Selection of Urban Transportation Associates for Transit Automated Passenger Counters and Authorize City Manager to Execute the Contract.
- [14.](#) General Services – Approval – Res. 22-\_\_\_\_, Authorizing Amendments to the Fire Inspector I and Fire Inspector II Classifications in the Fire Department.
- [15.](#) General Services – Approval – Res. 22\_\_\_\_, Amending the City's FY 22-23 Position Allocation Plan by deleting one (1) Staff Analyst position and adding one (1) Management Analyst position within the Planning and Development Services Department.
- [16.](#) General Services – Approval – Res. 22-\_\_\_\_, Amending the City's FY 22-23 Position Allocation Plan by adding one (1) Senior Planner position within the Planning and Development Services Department.
- [17.](#) General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Marvanett Hodges.

- [18.](#) Planning and Development Services – Approval – Bid Award for CIP 21-02 Loma Vista Village Green; and construction management services contract award for CIP 21-02 Loma Vista Village Green; and Authorize the City Manager to Execute the Contracts on behalf of the City.
- [19.](#) Planning and Development Services - Approval – Res. 22-\_\_\_\_, Final Map Tract 6404, located in the northwest area of Shaw and Highland Avenues (BN 6304 LP (Bonadelle Homes)).
- [20.](#) Planning and Development Services - Approval – Res. 22-\_\_\_\_, Annexation of Proposed Tract 6404, located in the northwest area of Shaw and Highland Avenues to the Landscape Maintenance District No. 1 of the City of Clovis (BN 6304 LP (Bonadelle Homes)).

**PUBLIC HEARINGS** - A public hearing is an open consideration within a regular or special meeting of the City Council, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1.

- [21.](#) Consider Approval – Res. 22-\_\_\_\_, Adoption of a Resolution Amending the 2019-2020 Action Plan and the 2016-2020 Consolidated Plan; and Consider Approval – Res. 22-\_\_\_\_, Amending the FY 2022-2023 Housing and Community Development Budget, to increase funding by \$201,848 for the expenditure of Community Development Block Grant – Coronavirus (CDBG-CV) funds.

**Staff:** Claudia Cazares, Management Analyst

**Recommendation:** Approve

- [22.](#) Conduct a Public Hearing and Consider Approval - Res. 22-\_\_\_\_, A Resolution Declaring the Results of the Property Owner Protest Balloting Proceedings and Approving the Engineer’s Report for Assessment District 95-1 (Blackhorse Estates) Confirming the Assessments for the 2022-23 Fiscal Year.

**Staff:** Sean Smith, Supervising Civil Engineer

**Recommendation:** Approve

- [23.](#) Consider Introduction – Ord. 22-\_\_\_\_, R2008-007A3, A request to amend the Loma Vista Community Centers North and South Master Plan to remove the planned local street identified as Marengo Avenue within Planning Area 1 and Planning Area 2 and to adjust the underlying R-3 Zone District to reflect the modified circulation layout. AP Multifamily, LP, property owner; Wathen Castanos Homes, applicant; Precision Civil Engineering, representative. **(Continued from the June 20, 2022 council meeting.)**

**Staff:** Dave Merchen, City Planner

**Recommendation:** Approve

**ADMINISTRATIVE ITEMS** - Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

- [24.](#) Receive and File - 2020-21 Single Audit and Independent Auditors’ Reports.

**Staff:** Jay Schengel, Finance Director / Andrew Haussler, Assistant City Manager

**Recommendation:** Receive and File

## COUNCIL ITEMS

25. Consider – Authorize Submittal of Argument in Support of Transient Occupancy Tax Increase Measure to the Fresno County Clerk/Registrar of Voters for the Voter Information Guide for the November 8, 2022, Municipal Election.

**Staff:** Karey Cha, City Clerk  
**Recommendation:** Consider

26. Consider Approval – Change of Council Meeting Schedule.

**Staff:** John Holt, City Manager  
**Recommendation:** Approve

## CITY MANAGER COMMENTS

## COUNCIL COMMENTS

## ADJOURNMENT

## MEETINGS AND KEY ISSUES

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

July 11, 2022 (Mon.) (To Be Cancelled)  
July 18, 2022 (Mon.)  
Aug. 1, 2022 (Mon.)  
Aug. 2 (Mon.) - Sep. 5 (Mon.) Summer Recess

**CITY of CLOVIS**  
**PROCLAMATION**

**Declaring July as  
Parks and Recreation Month**

*WHEREAS, the U.S. House of Representatives of the One Hundred and Eleventh United States Congress has designated July as Parks and Recreation Month; and*

*WHEREAS, Parks and Recreation programs are an integral part of communities throughout this country, including the City of Clovis; and*

*WHEREAS, Parks and Recreation programs provide recreational and social opportunities for youth, adults, and seniors, which improves the physical and mental health of our citizens; and*

*WHEREAS, Parks and Natural Open Spaces can improve water quality, help to reduce flooding, improve air quality, and provide habitat for wildlife; and*

*WHEREAS, Our Parks and Natural Recreation Areas provide beauty to our community and create space for children and adults to connect with nature and enjoy the outdoors.*

*NOW, THEREFORE, BE IT PROCLAIMED, that the Clovis City Council, does Declare July as*

**Parks and Recreation Month**

*IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 5th day of July, 2022.*



*Jose S Flores*  
\_\_\_\_\_  
**Mayor**

**CLOVIS CITY COUNCIL MEETING**

**June 20, 2022**

**6:00 P.M.**

**Council Chamber**

Meeting called to order by Mayor Flores at 6:03  
Flag Salute led by Tarpey Elementary Student Council Members

Roll Call: Present: Councilmembers Ashbeck, Bessinger, Mouanoutoua, Whalen  
Mayor Flores

**PRESENTATION – 6:04**

6:04 - ITEM 1 - PRESENTATION OF PROCLAMATION RECOGNIZING TARPEY ELEMENTARY STUDENT COUNCIL FOR RECEIVING THE CIVIC LEARNING AWARD OF EXCELLENCE.

The City Council presented a proclamation of recognition and certificates of excellence to the Tarpey Elementary Student Council.

6:15 - ITEM 2 - PRESENTATION – UPDATE ON ACTIVITY AT CLOVIS CULINARY CENTER.

Tina Sumner and Shawn Miller presented an update on activities and programs that the Clovis Culinary Center hosted throughout the COVID-19 pandemic.

6:25 - ITEM 3 - PRESENTATION – UPDATE ON ACTIVITY FROM FRESNO/CLOVIS CONVENTION AND VISITORS BUREAU.

Lisa Oliveira, President/CEO of Fresno/Clovis Convention & Visitors Bureau, provided visitor activity to the City Council and shared upcoming goals.

**PUBLIC COMMENTS – 6:30**

Neil Stellar, resident, shared concerns regarding safety for churches.

**CONSENT CALENDAR – 6:35**

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, that the items on the Consent Calendar be approved, including the waiver of the reading of the ordinance. Motion carried by unanimous vote.

4. Administration - Approved - Minutes from the June 13, 2022, Council Meeting.
5. Administration - Adopted - Ord. 22-05, An ordinance amending section 3.3.403 of the Clovis Municipal Code pertaining to the increase of the Transient Occupancy Tax rate. (Vote: 5-0)

6. Administration – Approved – Award the Affordable Housing Rehabilitation Programs – Inspection and Construction Management Services contracts to Habitat for Humanity Greater Fresno Area and Self-Help Enterprises; and Authorize the City Manager to execute the contract on behalf of the City.
7. General Services – Approved – **Res. 22-55**, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Police Officers’ Association.
8. General Services - Approved – **Res. 22-56**, Adopting the FY2022- 2023 Consolidated Transportation Service Agency (CTSA) Operations and Program Budget for Roundup Transit Services.
9. General Services – Approved – **Res. 22-57**, Authorizing Amendments to the Planning Technician I, Planning Technician II, Assistant Planner, and Associate Planner Classifications in the Planning and Development Services Department.
10. General Services – Approved – **Res. 22-58**, Authorizing Amendments to the Information Technology Technician, Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst Classifications in the Information Technology Division.
11. Planning and Development Services – Received and Filed – Annual Department Newsletter.
12. Planning and Development Services - Approved – **Res. 22-59**, Final Map Tract 6377, located at the southeast area of Leonard Avenue and Shaw Avenue (DYP 6377, LP).
13. Planning and Development Services – Approved – **Res. 22-60**, Annexation of Proposed Tract 6377, located at the Southeast area of Leonard Avenue and Shaw Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (DYP 6377, LP).
14. Planning and Development Services – Approved – Consultant List from which Professional Consultants shall be selected for the FY 2022-2023.
15. Planning and Development Services – Approved – Waive Formal Bidding Requirements and Authorize the Purchase of new Surveying Equipment from California Surveying and Drafting Supply.
16. Police – Approved – Purchase of Unmanned Aerial Vehicle DJI-M30T (Drone) in Accordance with Clovis Police Department Military Equipment Use Policy 706.
17. Public Utilities – Approved – Final Acceptance for CIP 21-09, SWTP 2.5 MG Water Storage Reservoir Coating Project.
18. Public Utilities – Approved – Award Non-Exclusive Franchise Agreements for Hauling of Construction and Demolition Debris, and Update the City’s Approved Hauler List.

**PUBLIC HEARINGS – 6:36**

6:36 – ITEM 19 – CONTINUED – **ORD. 22-XX**, R2008-007A3, A REQUEST TO AMEND THE LOMA VISTA COMMUNITY CENTERS NORTH AND SOUTH MASTER PLAN TO REMOVE THE PLANNED LOCAL STREET IDENTIFIED AS MARENGO AVENUE WITHIN PLANNING AREA 1 AND PLANNING AREA 2 AND TO ADJUST THE UNDERLYING R-3 ZONE DISTRICT TO REFLECT THE MODIFIED CIRCULATION LAYOUT. AP MULTIFAMILY, LP, PROPERTY OWNER; WATHEN CASTANOS HOMES, APPLICANT; PRECISION CIVIL ENGINEERING, REPRESENTATIVE. (TO BE CONTINUED TO THE JULY 5, 2022 COUNCIL MEETING)

Motion for approval to continue this item to the July 5, 2022, City Council meeting by Councilmember Ashbeck, seconded by Councilmember Bessinger. Motion carried by unanimous vote.



6:38 – ITEM 20 - APPROVED – **RES. 22-61**, APPROVING VARIOUS ACTIONS REQUIRED TO CONDUCT THE NOVEMBER 8, 2022, GENERAL MUNICIPAL ELECTION:

- 20A. CALLING AND GIVING NOTICE OF THE NOVEMBER 8, 2022, GENERAL MUNICIPAL ELECTION FOR THE PURPOSE OF ELECTING THREE (3) MEMBERS OF THE CITY COUNCIL FOR THE TERMS OF FOUR (4) YEARS THROUGH NOVEMBER 2026; AND
- 20B. REQUESTING TO CONSOLIDATE THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION; AND AUTHORIZING THE FRESNO COUNTY ELECTIONS DIVISION TO CONDUCT THE NOVEMBER 2022 ELECTION; AND
- 20C. ESTABLISHING CONDITIONS FOR THE FILING OF CANDIDATES' STATEMENTS.

Motion for approval by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua. Motion carried by unanimous vote.

6:43 – ITEM 21 - APPROVED – VARIOUS ITEMS ASSOCIATED WITH VARIOUS FEES UNDER THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT:

John Bonadelle, Bonadelle Neighborhoods representative, commented on Bonadelle Neighborhoods not supporting increasing the development impact fees according to staff's study and recommendation. Should Council move forward with considering fee increases, he supports the CCI method. He also commented on the impacts to the home prices should the fees be increased.

Brandon De Young, De Young Properties representative, commented on De Young Properties support in utilizing the CCI method to increase development impact fees. He also commented on the economic impacts to the building industry and how it would impact affordability for home buyers in Clovis.

Goldie Louis, Wilson Homes representative, shared concerns regarding increasing the development fees and would support CCI method. She also commented on Wilson Homes commitment to work with staff to continue to review the fees.

Arakel Arisian, developer representative, commented on process of reviewing the development fees. He shared challenges that the BIA are faced with regarding increasing the fees and the high fees they are already paying.

Darius Assemi, Granville Homes representative, commented on the building industry's experience with the slow down of the economy and how increasing the development fees is a late response to the already deflating home sales.

Mike Prandini, President of the Building Industry Association (BIA), commented on the process of reviewing the development fees. He supports what the prior speakers have said and encouraged the Council to postpone consideration of the impact fees. Should the Council want to move forward with consideration, he supports the CCI method.

**ITEM 21A – APPROVED WITH MODIFICATIONS – RES. 22-62, A RESOLUTION REVISING THE MASTER DEVELOPMENT FEE SCHEDULE AND PROVIDING A DESCRIPTION OF FEES TO BE REQUESTED FOR COUNTY ADOPTION; AND**

Motion for approval of Resolution 22-62, to apply a full implementation of the Master Development Fee schedule with the exception of the Sewer, Water, and Streets categories where the fee charges will be increased by 15 percent (15%) from the current fee as determined by staff's study and review in accordance with CMC 3.10.02. Motioned by Councilmember Whalen, seconded by Councilmember Bessinger. Motion carried 3-2, with Councilmembers Ashbeck and Mouanoutoua voting no.

**ITEM 21B - APPROVED – RES. 22-63, A RESOLUTION AMENDING PLAN CHECK, INSPECTION SERVICES, ENCROACHMENT PERMITS AND COMMUNITY INVESTMENT PROGRAM RATES; AND**

Motion for approval by Councilmember Whalen, seconded by Councilmember Ashbeck. Motion carried by unanimous vote.

**ITEM 21C - APPROVED – RES. 22-64, A REQUEST TO APPROVE THE 2022 CITY OF CLOVIS PLANNING DIVISION FEE SCHEDULE.**

Motion for approval by Councilmember Whalen, seconded by Councilmember Ashbeck. Motion carried by unanimous vote.

**ADMINISTRATIVE ITEMS – 9:18**

9:18 – ITEM 22 - RECEIVED AND FILED – UPDATE ON THE STATE WATER BOARD'S EMERGENCY RESOLUTION TO REDUCE WATER DEMAND AND IMPROVE WATER CONSERVATION.

**CITY MANAGER COMMENTS – 9:36**

**COUNCIL COMMENTS – 9:37**

**CLOSED SESSION – 9:37**

ITEM 23 – GOVERNMENT CODE SECTION 54957.6 CONFERENCE WITH LABOR NEGOTIATORS AGENCY DESIGNATED REPRESENTATIVES: JOHN HOLT, ANDREW HAUSSLER, JEFFREY BLANKS, SHONNA HALTERMAN, LORI SHIVELY, SCOTT G. CROSS, MARY LERNER, JOHN BINASKI, CURT FLEMING.EMPLOYEE ORGANIZATION: CLOVIS POLICE OFFICERS ASSOCIATION, CLOVIS FIREFIGHTERS ASSOCIATION, CLOVIS EMPLOYEES ASSOCIATION, CLOVIS PUBLIC WORKS EMPLOYEES ASSOCIATION, CLOVIS PUBLIC SAFETY EMPLOYEES ASSOCIATION, CLOVIS PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION, CLOVIS TRANSIT EMPLOYEES BARGAINING UNIT, CONFIDENTIAL TECHNICAL AND FINANCIAL PROFESSIONALS, AND UNREPRESENTED EMPLOYEE: MANAGEMENT EMPLOYEES

Mayor Flores adjourned the meeting of the Council to July 5, 2022

Meeting adjourned: 10:05 p.m.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: July 5, 2022

SUBJECT: General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Employees Association.

ATTACHMENTS: 1. Res. 22-\_\_\_\_, and MOU

### CONFLICT OF INTEREST

None

### RECOMMENDATION

For the City Council to approve a resolution authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Employees Association (CEA) bargaining unit, for the term of July 1, 2022, through June 30, 2025.

### EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the CEA bargaining unit for a successor MOU. Council authorization is required to implement the proposed amendments to the CEA MOU.

### BACKGROUND

The 2019-2022 MOU between the City and CEA expires June 30, 2022. The City's negotiating team and CEA representatives have recently concluded negotiations for a successor MOU. A summary of the changes in the proposed MOU is below.

- Salary increases as follows:
  - FY 2022-23: 5.0% wage increase
  - FY 2023-24: 3.0% wage increase
  - FY 2024-25: 3.0% wage increase.
- In addition to the wage increase above, the following positions will receive equity increases as follows:
  - Staff Analyst: 5.23%
  - Administrative Assistant: 5.23%

- Recreation Leader salary to increase from \$3,189-\$3,876 to \$3,557-\$4,324 plus the 5% wage increase effective July 1, 2022.
- Revised Notary Public incentive of \$100 to be valid in all departments.
- Eliminated attendance incentive and added Service Recognition allowing employees to receive cash increase of a gift for 5-year increment service awards.
- Side letter for COVID Premium Pay up to \$4,000 per employees who worked during the City emergency order.

The CEA membership ratified the terms of the proposed MOU on or about June 20, 2022.

### **FISCAL IMPACT**

The proposed amendments to the CEA MOU will result in approximate increased costs for salary, incentives, and COVID premium pay of approximately \$506,800 over the next three (3) years, which will be budgeted during the term of the agreement.

### **REASON FOR RECOMMENDATION**

The proposed 2022-2025 MOU between the City and CEA maintains reasonable wages and working conditions related to the labor market for employees in the CEA bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council resolution. The proposed amendments are within the financial parameters authorized by City Council and will preserve the City's ability to attract and retain qualified personnel.

### **ACTIONS FOLLOWING APPROVAL**

City staff and CEA representatives will sign the proposed 2022-2025 MOU and any side letter agreements. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager AH

**RESOLUTION 22-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND THE CLOVIS EMPLOYEES ASSOCIATION BARGAINING UNIT**

**WHEREAS**, a Memorandum of Understanding exists between the City of Clovis and the Clovis Employees Association (the Parties); and

**WHEREAS**, the Memorandum of Understanding expires on June 30, 2022; and

**WHEREAS**, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and

**WHEREAS**, the proposed CEA Memorandum of Understanding 2022-2025 and side letters are attached as Attachment A.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Employees Association bargaining unit for the term of July 1, 2022, through June 30, 2025.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF CLOVIS AND  
THE CLOVIS EMPLOYEES ASSOCIATION**

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

**ATTACHMENT A**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Title</u></b>	<b><u>Page</u></b>
	Introduction.....	1
1.	Unit Description .....	1
2.	Purpose .....	2
3.	City Rights .....	2
4.	Employee Rights.....	2
5.	Dues Deduction .....	3
6.	Union Access.....	3
7.	Non-Discrimination .....	4
8.	Wage Scale and Retirement Contributions.....	4
9.	Health, Life and Dental Insurance Compensation.....	6
10.	Holidays.....	8
11.	Sick Leave .....	9
12.	Family Illness Leave .....	10
13.	Vacation.....	11
14.	Overtime .....	11
15.	Specialty Pay.....	11
16.	Compensatory Time .....	12
17.	Bereavement Leave.....	12
18.	Leave of Absence Without Pay.....	12
19.	Minimum Callback Pay .....	13
20.	Mileage .....	13
21.	Jury Duty .....	13
22.	Service Recognition.....	13
23.	Grievance Procedures .....	14
24.	Lay-Off.....	17
25.	Fitness for Duty Examinations .....	19
26.	Uniforms .....	19
27.	Military Leave .....	19
28.	Professional Development.....	20
29.	Time Bank .....	21
30.	Workweek.....	22
31.	Flexible Work Schedules .....	22
32.	Maintenance of Operations.....	22
33.	Conclusively .....	22
34.	Past Practices.....	23
35.	Designation of Confidential Employees .....	23
36.	Release Time .....	24
37.	Sole Agreement.....	24
38.	Term of Memorandum of Understanding.....	24



## Introduction

The representatives of the City of Clovis (City), and the representatives of the Clovis Employees Association (CEA), having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

### 1. Unit Description

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

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

- |                               |  |
|-------------------------------|--|
| 1. Principal Office Assistant | 6. Recreation Specialist                     |
| 2. Administrative Assistant   | 7. Principal Account Clerk                   |
| 3. Staff Analyst              | 8. Senior Center Nutritional Services Worker |
| 4. Custodian                  | 9. Senior Custodian                          |
| 5. Recreation Leader          |  |

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

4. (1) Classification Review. An employee may request classification review of the employee's position by submitting such a request, in writing, to the Department Head. Such request shall set forth the specific reasons for the classification review.

(2) If the Department Head agrees that a classification review is appropriate, the Department Head shall require the employee to complete a classification review questionnaire. The completed questionnaire will be reviewed by the employee's

supervisor and Department Head for completeness and accuracy before transmitting to the Personnel/Risk Manager to conduct the classification review and submit a report of findings and recommendations to the Department Head and City Manager. The classification review will be completed, and the employee notified of the findings in writing within ninety (90) days of receipt of the completed classification review questionnaire, except in unusual circumstances. When unusual circumstances arise, the City and the employee will establish a mutually acceptable completion date for the classification review.

## **2. Purpose**

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

## **3. City Rights**

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

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

## **4. Employee Rights**

Employees of the City of Clovis shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

## 5. Dues Deduction

Payroll deductions/dues shall be in accordance with applicable law.

## 6. Union Access

The City and the Association agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

### Access to employee new hire orientations:

- At least ten days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one notification will be sent out. The Union will be responsible for attending the orientation. Personnel will not follow up after the first notification.
- The amount of Union Representatives present during the orientation is limited to two representatives.
- Time allotted for union access during the orientation will be 15 minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1<sup>st</sup> and 16<sup>th</sup> of the month. If the 1<sup>st</sup> or 16<sup>th</sup> is on a weekend or a holiday the orientation will be on the first working day after the 1<sup>st</sup> or 16<sup>th</sup>.
- The City will reserve the right to hold the orientations on different days in case of an unusual situation.
- If mutually agreed upon the ten day notification can be reduced to allow the new hire an earlier start date.
- Orientation time may vary depending on staffing levels and number of employees attending the orientation.

### Access to new hire employee personal information:

Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.

### Access to current employee personal information:

Both the City and the Association agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15<sup>th</sup> of January.

The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be

responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

Opt-Out Provision:

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

## 7. **Non-Discrimination**

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

## 8. **Wage Scale and Retirement Contributions**

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

1. Fiscal Year 2022-2023:

- All positions shall receive a 5.0% wage increase. The wage increase shall become effective on the first day of the first payroll period following CEA ratification and City Council approval of this MOU.
- Staff Analyst classification shall receive a 5.23% equity adjustment for a total adjustment of 10.23%.
- Administrative Assistant shall receive a 5.23% equity adjustment due to compaction for a total adjustment of 10.23%.
- Recreation Leader salary schedule will be increased to be equal to that of Sr. Center Nutrition Services Worker, including the 2022-2023 wage increase noted above.

2. Fiscal Year 2023-2024:

- Effective July 1, 2023, all positions shall receive a 3.0% wage increase.

3. Fiscal Year 2024-2025:

- Effective July 1, 2024, all positions shall receive a 3.0% wage increase.

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

C. Retirement

1. The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer contributions, and as provided below. All references to PEPRAs shall mean the Public Employees' Pension Retirement Act as enacted in 2013.

2. Employee Paid PERS Member Contributions

PERS Classic Employees (per 2013 PEPRAs regulations)

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

PERS New Members (per 2013 PEPRAs regulations)

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

\*Pursuant to PEPRAs regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify CEA prior to implementation of any rate changes to New Employee EPMC.

3. The Employee Cost-Sharing amounts specified in 8.C.2 above shall apply to employees classified as "PERS Classic Employees" and to employees classified as "PERS New Members", as defined by 2013 PEPRAs regulations.

4. For all employees classified as "PERS Classic Employees" (per 2013 PEPRAs regulations) the City will continue to provide the benefit known as "PERS single Highest Year Benefit" throughout the term of this agreement.

5. For all employees classified as "PERS New Members" (per 2013 PEPRAs regulations), the City will continue to provide the benefit known as "PERS 3 Year Final Compensation".

D. Credit for Unused Sick Leave

1. The City shall continue to provide the PERS benefit known as "PERS Credit for Unused Sick Leave (Govt. Code Section 20965).

E. Deferred Compensation

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

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

If the maximum dollars available for the contributory deferred compensation program for this unit are not utilized in any fiscal year, the remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

**9. Health, Life, and Dental Insurance Compensation**

A. The City and CEA agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.

The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.

If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC

and the City. The City’s health benefit plan structure is defined as the type and level of benefits.

The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.

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

B. Health Premium Waiver Incentive

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

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

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

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

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

### C. Supplemental Life Insurance

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

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

### D. State Disability Insurance

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

## 10. **Holidays**

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

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (3rd Monday in January)
3. All President's Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (as declared in November)
9. Friday after Thanksgiving Day
10. The latter four (4) hours of one workday between December 24 and December 31. In order to maintain operations, Department Heads shall have discretion over scheduling which day employees select.
11. Christmas Day (December 25)
12. One (1) floating day to be used for employee birthday or any other work day selected by mutual agreement of the employee and the employer. Floating holiday hours may accrue without limit.

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



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

D. An employee shall be paid for each of the above holidays only when the employee is on a paid status the work day prior to and the work day immediately after the holiday. Paid status shall mean the employee is on approved vacation leave, sick leave, holiday, compensatory time off, bereavement leave, jury duty or actually at work.

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

**11. Sick Leave**

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

Such allowance is cumulative from year to year.

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

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

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

After an employee in this unit accumulates 192 hours of unused sick leave, the employee may receive a cash payback of a portion of the unused sick leave accumulated during the previous 12 month period. The payment shall be paid once a year, on the first paycheck after November 16, and the hours available for payback shall be based on the following schedule:

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

---

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

B. Medical Appointments

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

C. Sick Leave Cash-Out at Time of Retirement

Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out of up to 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out.

Accrued sick-leave hours that remain following cash-out will be certified to PERS for the benefit known as "Credit for Unused Sick Leave."

## 12. Family Illness

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

For the purposes of this Section, "immediate family" shall include the husband, wife, mother/step, father/step, mother-in-law, father-in-law, brother/step, sister/step, child/step, grandparent, grandchildren, brother/sister-in-laws, son/daughter-in-laws, or legal dependent of the employee, and registered domestic partner as defined by the State of California.

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

C. All unit members have been properly noticed concerning their rights and the City's policy regarding their entitlements under the ACTS by provision of a copy of Administrative Memo 94-2 as amended and that all time off for reasons covered under

the ACTS (including workers' compensation absences) is designated FMLA/CFRA leave and counts towards their entitlement under both ACTS.

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

**13. Vacation**

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

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

The time at which the employee shall be granted a vacation is at the discretion of the Department Head. Employee seniority, as defined in Section 24, shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.

**14. Overtime**

Overtime must be authorized by a supervisor and will be paid at the rate of one and one-half times the normal rate of pay for all hours actually worked in excess of eight (8) hours in a day. Employees who work an alternate work schedule, (i.e., "4-10" or "9-80") shall earn overtime for hours actually worked in excess of their normal schedule.

**15. Specialty Pay**

A. Employees in this Unit shall receive a salary increase equivalent to "A" step of the position being filled or a 5% salary increase, whichever is greater, above their regular salary when they are assigned by their supervisor to perform the majority of the duties of a supervisory position for at least forty (40) working hours within a seven (7) day period. All out-of-class work assignments, including the length of the assignment, shall be in accordance with CalPERS rules and regulations.

B. Employee(s) who maintain a Notary Public certification that is determined to be of a benefit to the City shall receive a monthly premium of \$100.00.

C. CEA members who possess non-English language skills that have been identified by the Department Head as beneficial to the Department shall receive a maximum of one hundred dollars (\$100.00) per month in addition to the employee's base salary. The city shall determine if employees qualify for the bilingual pay and the standards of proficiency that an employee must possess in order to receive bilingual pay.

D. Cell Phone Stipend – Employees who are required by management to use a City issued cell phone, outside of shared and pooled phones, will have the option to receive a \$25.00 monthly stipend in lieu of using the City issued cell phone. To participate in this program the employee must provide their cell phone number to the Department. This method of notification replaces the method of the City providing a cell phone. Employee cell phones must be able to function locally and have text messaging service and the ability to send or receive pictures in addition to phone service. The stipend is provided in recognition of the City using this method to notify employees of overtime, emergency recall, social media, and to contact the employee during the course of work.

## **16. Compensatory Time-Off**

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

Employees shall be allowed to cash-out up to 80 hours of their accumulated CTO during the first pay check after November 16. Employees wishing to cash-out CTO must notify the Finance Department in writing by November 15 of their desire to cash-out CTO and how many hours they wish to cash-out.

## **17. Bereavement Leave**

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

## **18. Leave of Absence Without Pay**

A. The City Manager may grant a permanent or probationary employee a leave of absence without pay or accrual of seniority for a period not to exceed three (3)

months. Leaves of absence without pay may be extended at three (3) month intervals (up to a maximum of nine (9) months) upon the mutual agreement of the City and the employee involved. No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and the approval will be in writing. Upon expiration of the regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge, in the discretion of the City Manager.

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

### **19. Minimum Callback Pay**

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

### **20. Mileage**

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

### **21. Jury Duty**

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

### **22. Service Recognition**

Service awards are given to employees when they reach 5-year increment milestones of employment with the City of Clovis. (e.g., 5 years, 10, years, 15 years, etc.) The City shall allow employees in this unit the option to either accept the service award gift or collect the cash value of the gift. Employees will be notified when they are eligible for

a service award, the cash value of the award, and will be provided a form to opt for either the gift or the cash equivalent.

Cash in lieu of a service award gift will be on an employee's regular check and is subject to regular payroll taxes.

### **23. Grievance Procedure**

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

#### Policy Statement

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

#### Purpose

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

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

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

Implementation Procedures: Any grievance of a disciplinary matter may be brought before the Personnel Commission according to the manner and procedures

specified in the City's Personnel Rules and Regulations and shall proceed according to the below-described manner and procedure:

a. Level One - Oral Discussion With Immediate Supervisor: An aggrieved party shall orally present his grievance to the employee's immediate supervisor within fifteen (15) days of the occurrence of the event being grieved, or within fifteen (15) days after the employee becomes aware of the event being grieved. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

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

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

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

c. Level Three - Personal Conference With Department Head: An aggrieved party may appeal the Level Two decision to their department head by filing a written complaint. Said complaint shall contain the same information as described above for the Level Two claim. It shall not be necessary to rewrite the above information. Upon receipt of the complaint, the department head shall schedule a personal conference

with the aggrieved. At this conference, the attending aggrieved party and department head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with this department head, which results must be announced within fifteen (15) days of the conference, the employee must then file a written appeal as provided for in Level Four.

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

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

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

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

- (1) Any party to a grievance may, at any point in the process outlined, have a conferee.



- (2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
- (3) Grievance adjustment should be more concerned with “what is right” and less concerned with “who is right”. Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- (4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the Aggrieved Party requests an opportunity to address the Council. Decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.
- (5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessary indicate agreement to the factual content.
- (6) Any costs of operating the grievance procedure shall be borne jointly by the City and the Aggrieved Party.
- (7) By mutual written agreement, the time limit at any Level may be extended.
- (8) The conferee shall conduct all applicable duties, whenever possible, during “non-working” hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee’s job performance and (2) the conferee received no overtime compensation by the City for time so spent.

## **24. Lay-Off**

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

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

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

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

1. Temporary Employees
2. Contractual Employees
3. Permanent Part-Time Employees
4. Probationary Employees
5. Permanent Employees

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

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

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

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

A laid-off employee who is reemployed to a position in which the employee had regular status shall not be required to serve a new probationary period but shall be required to

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

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

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

## **25. Fitness for Duty Examinations**

A. In the event the Department Head has reason to believe that an employee is not physically and/or mentally capable of performing the full duties of the employee's position, or that the employee's condition represents a danger to self, other employees or the public, the Department Head may immediately place that employee on sick leave, or other accrued leave, or personal leave without pay if accrued leave is exhausted, or if already on sick leave, require the employee to remain off work until cleared for full duty by the City physician or another physician designated by the City.

B. If the employee so requests, the Department Head shall, prior to implementing a decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

## **26. Uniforms**

The City shall provide uniforms to all employees who are required to wear uniforms. The City shall determine the uniform design and composition. Employees will be provided with a minimum of four (4) uniforms annually. Additional uniforms may be provided if necessary, due to wear / tear, as determined by the employee's supervisor. Employees are responsible for maintaining their uniforms in a reasonable manner, ensuring a clean and professional appearance. Uniforms are property of the City and must be returned upon separation from the City.

## 27. Military Leave

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

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

## 28. Professional Development

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associates, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.

- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of “C” or better, or “Pass” in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

## **29. Time Bank**

During the time of this agreement, employee donations to the CEA Time Bank will be suspended. Any remaining hours in the time bank may be utilized by CEA elected officers and committee members to attend to CEA business and educational activities. The City Finance Department will maintain records of all hours donated annually to the Time Bank. Upon request, the City Finance Department will provide CEA with quarterly information regarding the available balance in the Time Bank and hours utilized.

The CEA President shall authorize the use of Time Bank hours for the elected officers and committee members of CEA. Hours utilized under this section shall be in minimum amounts of two (2) hour increments. For scheduled trainings, schools, etc., that occur off City property or out of town, the CEA President shall provide the appropriate Department Head or designee with a minimum of fourteen (14) days’ notice prior to requesting the use of Time Bank hours.

For CEA business meetings, consultations, and trainings that occur on City premises, the CEA President shall obtain reasonable advanced approval from the appropriate Department Head or designee for use of Time Bank hours. The use of Time Bank hours that impacts assigned schedules shall be subject to the approval of the affected Department Head(s).

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

### **30. Workweek**

A. The workweek for all unit members shall be 168 consecutive regularly recurring hours.

B. For employees assigned to a "5 / 8" or "4 / 10" work schedule, the workweek shall begin at 0700 hours on Sunday and end at 0700 hours on the following Sunday.

C. For employees assigned to a "9 / 80" work schedule, each employee's designated FLSA workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off.

### **31. Flexible Work Schedules**

Unit members in Recreation classifications assigned to work on weekends may have their day(s) off scheduled during Monday – Friday.

The City will analyze and respond within ninety (90) days to written proposals from CEA regarding alternative employee work schedules. Such proposals shall be designed with the primary concerns of saving operating costs and enhancing City service levels.

### **32. Maintenance of Operations**

CEA agrees that for the term of this MOU neither CEA nor any person acting on its behalf will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities.

### **33. Conclusively**

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

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

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

Except That: The City may change a written policy affecting wages, hours, and other terms and conditions of employment, which are incorporated by reference in this MOU. The City shall notify CEA in writing of its intention to do so. If CEA does not respond within ten (10) calendar days from the date of mailing of such notification, the City shall assume CEA does not wish to meet and consult on the change in policy. In an emergency, the City retains the right to take such action immediately. CEA will be offered the opportunity to meet and consult as soon as practicable.

#### **34. Past Practices**

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

#### **35. Designation of Confidential Employees**

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

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

B. The City shall, as changes occur, provide to CEA a written list of unit positions designated as confidential.

Those unit positions designated as confidential will continue to be represented by this bargaining unit and may be members in and hold office in the bargaining unit. However, pursuant to law, such designated positions may not represent the bargaining unit, which represents other employees of the City, on matters within the scope of representation.

### **36. Release Time**

Authorized CEA representatives shall receive reasonable release time for the purposes of collective bargaining, the processing of grievances, joint problem-solving meetings between the City and CEA, and disciplinary representation. As soon as practicable prior to the release from duties, the designated representatives shall submit a written request for release to their supervisor(s).

### **37. Sole Agreement**

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

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

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

In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU.

### **38. Term of Memorandum of Understanding**

This MOU shall remain in effect for the period of July 1, 2022 through June 30, 2025. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit. The City and CEA acknowledge that all provisions of this agreement, together with those other matters within the scope of representation, are subject to renegotiating upon the expiration of this agreement to the extent provided by law.



CEA membership has ratified the contents of this MOU, by their affirmative vote, on or about June 20, 2022.

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

**For the CITY:**

**For CEA:**

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

\_\_\_\_\_  
Moniqua Randolph, CEA President

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

\_\_\_\_\_  
Aaron La Mattina, CEA Negotiator

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

\_\_\_\_\_  
Jeff Blanks, City Negotiator

\_\_\_\_\_  
Kathleen Newberry, City Negotiator

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_

**Side Letter Agreement between the City of Clovis  
and Clovis Employees Association (CEA)**

**COVID Premium Pay**

As an acknowledgement for employees who worked during the City of Clovis declared COVID-19 emergency order from March 16, 2020 through March 14, 2022, the City will provide COVID Premium Pay as follows:

- A. For the time period from March 16, 2020 through March 15, 2021, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, and 3159.
  
- B. For the time period from March 16, 2021 through March 14, 2022, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, and 3159.

The COVID Premium Pay, as described A and B above, will be paid to only current employees, and payment will be made in one lump sum within 30 days following bargaining unit ratification and City Council approval of a new three-year MOU with a term of July 1, 2022 through June 30, 2025. “Current employee” is defined as an active employee of the City of Clovis on the day this side letter is approved by City Council.

Employees may voluntarily choose to divert some or all of the COVID Premium Pay funds into their Deferred Compensation 457 plan with the following requirements:

- The employee’s 457 plan contributions must be below the annual cap (including both City and employee contributions).
- No later than one full pay period prior to the COVID Premium Pay cash out, the employee must complete a form in Personnel changing the amount of deferred comp contribution.
- No later than the date of the COVID Premium Pay cash out, the employee must complete another form in Personnel returning their deductions to their prior level for following pay periods.

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

For the City of Clovis:

For CEA:

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

\_\_\_\_\_  
Moniqua Randolph, CEA President

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

\_\_\_\_\_  
Aaron La Mattina, CEA Negotiator

\_\_\_\_\_  
Jeff Blanks, City Negotiator

Attest: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_

**Side Letter Agreement between the City of Clovis and CEA  
To 2022-2025 MOU**

After July 1, 2022, the City agrees to meet and discuss CEA job classifications and their requirements as discussed during labor negotiations in April through June, 2022.

CEA representative(s) will be responsible for contacting the General Services Director, or Personnel/Risk Manager to schedule a meeting prior to November 1, 2022.

For the City of Clovis:

For CEA:

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

\_\_\_\_\_  
Moniqua Randolph, CEA President

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

\_\_\_\_\_  
Aaron La Mattina, CEA Negotiator

\_\_\_\_\_  
Jeff Blanks, City Negotiator

Attest: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: July 5, 2022

SUBJECT: General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Firefighters Association.

ATTACHMENTS: 1. Res. 22-\_\_\_\_, and MOU

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

For the City Council to approve a resolution authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Firefighters Association (CFFA) bargaining unit, for the term of July 1, 2022, through June 30, 2025.

### **EXECUTIVE SUMMARY**

City negotiators have recently concluded the meet and confer process with representatives of the CFFA bargaining unit for a successor MOU. Council authorization is required to implement the proposed amendments to the CFFA MOU.

### **BACKGROUND**

The 2019-2022 MOU between the City and CFFA expires June 30, 2022. The City's negotiating team and CFFA representatives have recently concluded negotiations for a successor MOU. A summary of significant changes in the proposed MOU is below.

- Salary increases as follows:
  - FY 2022-23: 5.0% wage increase
  - FY 2023-24: 3.0% wage increase
  - FY 2024-25: 3.0% wage increase.
- Incorporated a previous side letter regarding Training Captain and Prevention Captain assignments into the 2022-2025 MOU.
- Allowed for one (1) hour of overtime for travel time from home when an employee is recalled back to work for immediate need backfill. This does not apply to out-of-county assignments unless the in-service engine has already responded to the incident.

- Increased “Acting” pay to the following: 7.5% for Firefighters acting as Fire Engineers, 10% for Firefighters or Fire Engineers acting as Fire Captains, and 10% for Fire Captains acting as Fire Battalion Chiefs.
- Employees who are called back to work for administrative or operational duties, but the meeting, training or other purpose for the call back is cancelled, postponed, or rescheduled without advance notice of at least one hour, the employee will receive the greater of 60-minute minimum pay or actual time spent traveling from their primary residence.
- Add grievance procedures to the MOU.
- Incorporated seniority language from an existing side letter in MOU.
- Side letter for COVID Premium Pay up to \$5,824 per employees who worked during the City emergency order.

The CFFA membership ratified the terms of the proposed MOU on or about June 26, 2022.

### **FISCAL IMPACT**

The proposed amendments to the CFA MOU will result in approximate increased costs for salary, incentives, and COVID premium pay of approximately \$1,026,900 over the next three (3) years, which will be budgeted during the term of the agreement.

### **REASON FOR RECOMMENDATION**

The proposed 2022-2025 MOU between the City and CFFA maintains reasonable wages and working conditions related to the labor market for employees in the CFFA bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council resolution. The proposed amendments are within the financial parameters authorized by City Council and will preserve the City’s ability to attract and retain qualified personnel.

### **ACTIONS FOLLOWING APPROVAL**

City staff and CFFA representatives will sign the proposed 2022-2025 MOU and any side letter agreements. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager AA

**RESOLUTION 22-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND THE CLOVIS FIREFIGHTERS ASSOCIATION (CFFA)**

**WHEREAS**, a Memorandum of Understanding exists between the City of Clovis and the Clovis Firefighters Association (the Parties); and

**WHEREAS**, the Memorandum of Understanding expires on June 30, 2022; and

**WHEREAS**, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and

**WHEREAS**, the proposed CFFA Memorandum of Understanding 2022-2025 and side letters are attached as Attachment A.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Firefighters Association bargaining unit for the term of July 1, 2022, through June 30, 2025.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**MEMORANDUM OF UNDERSTANDING**

**between**

**THE CITY OF CLOVIS**

**AND**

**CLOVIS FIREFIGHTERS' ASSOCIATION**

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

**ATTACHMENT A**



**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Title</u></b>	<b><u>Page</u></b>
1.	Introduction .....	1
2.	City Rights .....	1
3.	Strikes and Lockouts.....	1
4.	Employee Rights.....	2
5.	Nondiscrimination .....	2
6.	Unit Recognition .....	2
7.	Payroll Deductions/Union Access .....	3
8.	Definitions .....	4
9.	Salary Schedules .....	5
10.	Retirement .....	7
11.	PERS Survivors Benefit .....	8
12.	Work Schedule .....	9
13.	Overtime .....	11
14.	Compensatory Time Off .....	12
15.	Acting Status Pay .....	13
16.	Minimum Call-Back Pay .....	13
17.	Vacation.....	14
18.	Holidays .....	15
19.	Shift Relief .....	16
20.	Health, Life and Dental Insurance Benefits.....	16
21.	Military Leave.....	17
22.	Leave of Absence Without Pay .....	18
23.	Employee Sick Leave .....	18
24.	Sick Leave Incentive .....	19
25.	Sick Leave Cash-Out at Retirement .....	19
26.	Bereavement Leave.....	20
27.	Jury Duty.....	20
28.	Uniforms .....	20
29.	Job-Related Injury or Sickness .....	21
30.	Professional Development Program .....	21
31.	Health Maintenance and Physical Fitness .....	24
32.	Emergency Medical Services.....	26
33.	Grievance Procedure.....	26
34.	Loss/Damage of Property .....	28
35.	Layoff.....	29
36.	Station and Yard Maintenance.....	31
37.	Association Release Time Bank .....	31
38.	Sole Agreement .....	32
39.	Term .....	32

## **Article 1. INTRODUCTION**

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

## **Article 2. CITY RIGHTS**

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

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

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

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

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

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

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

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

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

- 6.1 The City agrees to acknowledge, pursuant to Sections 3500 *et. seq* of the California Government Code, the Clovis Firefighters Association, Local 1695 (Association) as the exclusive recognized employee organization representing the fire service employees in the listed Subsection 6.2 below, until such time as the Association fails to obtain a majority of the vote of the employees in that bargaining unit during a decertification election. As the exclusive recognized employee organization, the Association shall have the right and obligation to meet and confer and reach agreement with the City regarding the determination of wages, hours, and other terms and conditions of employment for employees represented by the Association. Nothing in this article shall be construed as violative of any requirement or provision of the Myers-Milias-Brown Act.
- 6.2 This Association shall consist of all full-time permanent and probationary employees in the following classifications:

Fire Captain  
 Fire Engineer  
 Firefighter  
 Firefighter/Paramedic

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

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

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

c. Access to current employee personal information

Both the City and the Association agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15<sup>th</sup> of January.

The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

d. Opt-Out Provision

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

**Article 8. DEFINITIONS**

8.1 Department

"Department" shall mean the Fire Department.

8.2 Association

"Association" shall mean the Clovis Firefighters' Association.

8.3 Emergency

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

8.4 Employee

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

8.5 Shift

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

8.6 Work Day

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

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

8.7 Emergency Call Back

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

8.8 Non-Emergency Call Back

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

8.9 Mandated Return to Work

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

**Article 9. SALARY SCHEDULES**

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

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

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

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

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

9.5 Special Response Team Incentive:

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

Special Response Team Incentive for Team Leaders:

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

9.6 Multi-Team Involvement:

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

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

- Hazardous Materials Team
- Technical Rescue Team
- Fire Investigators

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

9.8 Appointment to Special Teams:

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

9.9 Cell Phone Stipend:

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

9.10 Bilingual Pay:

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

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

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

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



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

10.9 Employee Cost-Sharing of PERS Contributions

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

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

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

10.10 Unit members hired after January 1, 2013 and who are considered “New” employees under PEPRA regulations may elect to participate in a deferred compensation program that includes a City matching contribution once they have completed their initial probationary period. However, all unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. The deferred contribution program is subject to IRS Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows:

City’s Matching Contribution/Payment	Maximum City Payment
City/”New” PEPRA Employee 1:1	3% of monthly base salary

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

**Article 11. PERS SURVIVORS BENEFIT**

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

**Article 12. WORK SCHEDULE**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Article 13. OVERTIME**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 17. VACATION**

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

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

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

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

**Article 18. HOLIDAYS**

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



### **Article 19. SHIFT RELIEF**

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

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

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

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

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

20.7 Health Premium Waiver Incentive

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

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

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

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

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

**Article 21. MILITARY LEAVE**

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

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

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

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

**Article 23. EMPLOYEES' SICK LEAVE**

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

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

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

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

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

- 25.1 Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out of up to 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash out. Employees wishing to participate in this benefit shall notify the Personnel Division of their intentions within

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

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

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

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

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

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

### **Article 28. UNIFORMS**

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

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

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

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

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

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

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

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

Additional professional development pay may be earned as follows:

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

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

- 30.3 The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree or State/National Fire Service certifications. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- a. Employees must have completed their initial probationary period with the City.
- b. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- c. Course work must be for an accredited college or university degree program, and have the prior approval of the Fire Chief. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Fire Chief.
- d. An employee will be eligible for reimbursement of approved expenses for either an Associate's, Bachelor's, or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- e. Course work must be work-related and determined by the Fire Chief to be of benefit to the City. Required course work as part of an approved undergraduate or Master's degree program is eligible for reimbursement.
- f. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- g. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.



- h. All courses for which reimbursement is sought shall be taken while off duty and not in paid status, except for on-line courses which may be taken on duty as long as it does not interfere with Department operations.
- i. State/National Fire Science certification shall include the following certifications: Chief Fire Officer, Company Officer, Executive Fire Officer, Prevention Education, Driver-Operator certifications, or other certifications approved by the Fire Chief.

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

#### 31.1

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

#### 31.2 Employee Health Program

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

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

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

- 31.4 An ongoing Joint Committee on Health Standards (the "Committee") shall be established to: study methods of testing and the frequency of such testing (not less than annually).
- 31.5 The Joint Committee will be comprised of an equal number of employee and City representatives.
- 31.6 Smoking and Tobacco Product Use Policy

a. Ban on Workplace Smoking and Tobacco Product Use

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

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

31.7 Health Maintenance

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

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

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

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

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

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

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

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

### 33.4 Matters Subject to Grievance Procedures

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

### 33.5 Informal Grievance Procedures

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

### 33.6 Formal Grievance Procedure

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

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

### 33.7 Conduct of Grievance Procedure

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

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

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

- cooperate with the City in obtaining payment/reimbursement from any insurance company. The unit member shall provide the City with copies of claim forms tendered to insurance companies.
- b. All claims for reimbursement shall be filed with the City within five (5) working days after the incident or loss.
  - c. Nothing in this article shall require the City to replace an item which can be repaired to be in at least as good a condition as it was prior to the loss/damage.

### **Article 35. LAYOFF**

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

#### 35.2 Order of Layoff

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

#### 35.3 Demotion to Vacancies

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

#### 35.4 Bumping/Seniority Rights

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

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

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

### 35.5 Reemployment List

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

### 35.6 Reemployment

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

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

### 35.7 Non-Discrimination

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

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

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

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

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

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

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



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

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

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

- 38.1 To the extent that any other agreement should be in conflict with the policies set forth in this MOU, these policies shall prevail.
- 38.2 If during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become a part of this MOU and subject to its terms.
- 38.3 The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.
- 38.4 In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU.
- 38.5 Written benefits or policies currently in effect which are within the scope of representation and are not expressly covered by this MOU are not intended to be eliminated, diminished or affected in any way.

### **Article 39. TERM**

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

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

**For the CITY:**

**For the ASSOCIATION:**

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

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

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

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

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

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

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

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

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

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

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

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

\_\_\_\_\_  
Date

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

### Lateral Firefighters

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

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

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

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

For the CITY:

For the ASSOCIATION:

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

DATE: \_\_\_\_\_

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

**COVID Premium Pay**

As an acknowledgement for employees who worked during the City of Clovis declared COVID-19 emergency order from March 16, 2020 through March 14, 2022, the City will provide COVID Premium Pay as follows:

- A. For the time period from March 16, 2020 through March 15, 2021, Employees will receive \$1.00 per actual regular hour worked, based on 2,912 annual hours, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, or 3159.
- B. For the time period from March 16, 2021 through March 14, 2022, Employees will receive \$1.00 per actual regular hour worked, based on 2,912 annual hours, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, or 3159.

The COVID Premium Pay, as described A and B above, will be paid to only current employees, and payment will be made in one lump sum within 30 days following bargaining unit ratification and City Council approval of a new three-year MOU with a term of July 1, 2022 through June 30, 2025. “Current employee” is defined as an active employee of the City of Clovis on the day this side letter is approved by City Council.

Employees may voluntarily choose to divert some or all of the COVID Premium Pay funds into their Deferred Compensation 457 plan with the following requirements:

- The employee’s 457 plan contributions must be below the annual cap (including both City and employee contributions).
- No later than one full pay period prior to the COVID Premium Pay cash out, the employee must complete a form in Personnel changing the amount of deferred comp contribution.
- No later than the date of the COVID Premium Pay cash out, the employee must complete another form in Personnel returning their deductions to their prior level for following pay periods.

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

For the City of Clovis:

For CFFA:

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Mary Lerner, Attorney for the City of Clovis

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

Attest: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: July 5, 2022

SUBJECT: General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Public Safety Employees Association.

ATTACHMENTS: 1. Res. 22-\_\_\_\_, and MOU

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to approve a resolution authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Public Safety Employees Association (CPSEA) bargaining unit, for the term of July 1, 2022, through June 30, 2025.

### EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the CPSEA bargaining unit for a successor MOU. Council authorization is required to implement the proposed amendments to the CPSEA MOU.

### BACKGROUND

The 2019-2022 MOU between the City and CPSEA expires June 30, 2022. The City's negotiating team and CPSEA representatives have recently concluded negotiations for a successor MOU. A summary of the changes in the proposed MOU is below.

- Salary increases as follows:
  - FY 2022-23: 5.0% wage increase
  - FY 2023-24: 3.0% wage increase
  - FY 2024-25: 3.0% wage increase.
- In addition to the wage increase above, the following positions will receive equity increases as follows:
  - Property and Evidence Technician: 3.78%
  - Public Safety Dispatcher & Police Services Officer: 2.33%
  - Fire Inspector I: 3.74%

- Senior Property & Evidence Technician: 3.78%
- Animal Control Officer to increase from \$4,407-\$5,356 to \$4,943-\$6,009 plus the 5% wage increase in year 1 above.
- Flex positions Fire Inspector I to II
- Increase firearm pay from \$100 to \$200 per month.
- Added Fire Life Safety Specialist, Fire Inspectors I and II to boot and uniform allowance.
- Shift differential of 3% for graveyard shift.
- Premium pay of 7.5% for Community Service Officers, Police Service Officers, Public Safety Dispatchers, and Animal Control Officers who serve as trainers for two consecutive hours or more.
- Clarified court appearance compensation and requirements.
- Revised overtime to be over 40 hours in a work week instead of per working day.
- Side letter for COVID Premium Pay up to \$4,000 per employees who worked during the City emergency order.

The CPSEA membership ratified the terms of the proposed MOU on or about June 28, 2022.

### **FISCAL IMPACT**

The proposed amendments to the CPSEA MOU will result in approximate increased costs for salary, incentives, and COVID premium pay of approximately \$835,800 over the next three (3) years, which will be budgeted during the term of the agreement.

### **REASON FOR RECOMMENDATION**

The proposed 2022-2025 MOU between the City and CPSEA maintains reasonable wages and working conditions related to the labor market for employees in the CPSEA bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council resolution. The proposed amendments are within the financial parameters authorized by City Council and will preserve the City's ability to attract and retain qualified personnel.

### **ACTIONS FOLLOWING APPROVAL**

City staff and CPSEA representatives will sign the proposed 2022-2025 MOU and any side letter agreements. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager   AH

**RESOLUTION 22-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND THE CLOVIS PUBLIC SAFETY EMPLOYEES ASSOCIATION (CPSEA)**

**WHEREAS**, a Memorandum of Understanding exists between the City of Clovis and the Clovis Public Safety Employees Association (the Parties); and

**WHEREAS**, the Memorandum of Understanding expires on June 30, 2022; and

**WHEREAS**, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and

**WHEREAS**, the proposed CPSEA Memorandum of Understanding 2022-2025 and side letters are attached as Attachment A.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Public Safety Employees Association bargaining unit for the term of July 1, 2022, through June 30, 2025.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF CLOVIS AND  
THE CLOVIS PUBLIC SAFETY EMPLOYEES  
ASSOCIATION**

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

**ATTACHMENT A**

## TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Introduction.....	1
1.	Unit Description .....	1
2.	Purpose .....	2
3.	City Rights .....	2
4.	Employee Rights.....	2
5.	Dues Deduction .....	2
6.	Union Access.....	3
7.	Non-Discrimination .....	4
8.	Wage Scale and Retirement Contributions.....	4
9.	Health, Life and Dental Insurance Compensation.....	6
10.	Holidays.....	8
11.	Sick Leave .....	9
12.	Family Illness Leave .....	10
13.	Vacation.....	11
14.	Overtime .....	11
15.	Specialty Pay .....	12
16.	Compensatory Time .....	12
17.	Bereavement Leave.....	13
18.	Leave of Absence Without Pay.....	13
19.	Minimum Callback Pay .....	13
20.	Standby Time .....	13
21.	Firearm Pay .....	14
22.	Mileage .....	14
23.	Jury Duty .....	14
24.	Grievance Procedure.....	14
25.	Lay-Off.....	18
26.	Physical or Mental Examinations .....	20
27.	Uniform Allowance.....	20
28.	Military Leave .....	20
29.	Professional Development.....	20
30.	Time Bank .....	21
31.	Workweek.....	22
32.	Flexible Work Schedules .....	22
33.	Maintenance of Operations.....	23
34.	Past Practices.....	23
35.	Tattoos, Body Piercing, Ornamental Dental Art and Body Art .....	23
36.	Public Safety Dispatcher Work Schedules.....	23
37.	Overtime and Extra Duty Board for Dispatch Staff .....	24
38.	Shift Differential .....	25
39.	Field Assignment Lunch Period .....	25
40.	Compensation for Court Appearances.....	25

<b><u>Section</u></b>	<b><u>Title</u></b>	<b><u>Page</u></b>
41.	Release Time .....	27
42.	Conclusively .....	27
43.	Term of Memorandum of Understanding .....	28
44.	Sole Agreement.....	28

## Introduction

The representatives of the City of Clovis (City), and the representatives of the Clovis Public Safety Employees Association (CPSEA), having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

### 1. Unit Description

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

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

- |                                  |   |
|----------------------------------|---|
| 1. Animal Services Aide          | 10. Police Services Officer               |
| 2. Animal Control Officer        | 11. Property and Evidence Technician      |
| 3. Crime Specialist              | 12. Public Safety Dispatcher              |
| 4. Community Services Officer    | 13. Senior Animal Control Officer         |
| 5. Digital Forensic Analyst      | 14. Senior Property & Evidence Technician |
| 6. Fire & Life Safety Specialist | 15. Senior Systems Video Analyst          |
| 7. Fire Inspector I              | 16. Systems Video Technician              |
| 8. Fire Inspector II             |   |
| 9. Lead Public Safety Dispatcher |   |

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

## **2. Purpose**

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

## **3. City Rights**

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

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

## **4. Employee Rights**

Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

## **5. Dues Deduction**

Payroll deductions/dues shall be in accordance with applicable law.

## 6. Union Access

The City and CPSEA agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

### Access to employee new hire orientations:

- At least ten (10) days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one notification will be sent out. The Union will be responsible for attending the orientation. Personnel will not follow up after the first notification.
- The amount of Union Representatives present during the orientation is limited to two representatives.
- Time allotted for union access during the orientation will be 15 minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1<sup>st</sup> and 16<sup>th</sup> of the month. If the 1<sup>st</sup> or 16<sup>th</sup> is on a weekend or a holiday the orientation will be on the first working day after the 1<sup>st</sup> or 16<sup>th</sup>.
- The City will reserve the right to hold the orientations on different days in case of an unusual situation.
- If mutually agreed upon the ten day notification can be reduced to allow the new hire an earlier start date.
- Orientation time may vary depending on staffing levels and number of employees attending the orientation.

### Access to new hire employee personal information:

Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.

### Access to current employee personal information:

Both the City and the Association agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15<sup>th</sup> of January.

The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

### Opt-Out Provision

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

## 7. Non-Discrimination

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

## 8. Wage Scale and Retirement Contributions

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

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

### 1. Fiscal Year 2022-2023:

- All positions shall receive a 5.0% wage increase. The wage increase shall become effective on the first day of the first payroll period following CPSEA ratification and City Council approval of this MOU.

- The Property and Evidence Technician classification shall receive a 3.78% equity adjustment, for a total of 8.78% wage increase, effective on the first day of the first payroll period following CPSEA ratification and City Council approval of this MOU.
- The Animal Control Officer salary schedule will increase to be equal to that of the Community Service Officer, including the 2022-2023 wage increase noted above, effective on the first day of the first payroll period following CPSEA ratification and City Council approval of this MOU.
- The Police Service Officer and Public Safety Dispatcher classifications shall receive a 2.33% equity adjustment, for a total of 7.33% wage increase, effective on the first day of the first payroll period following CPSEA ratification and City Council approval of this MOU.
- The Fire Inspector I classification shall receive a 3.74% equity adjustment, for a total of 8.74% wage increase, effective on the first day of the first payroll period following CPSEA ratification and City Council approval of this MOU.
- The Senior Property and Evidence Technician classification shall receive a 3.78% equity adjustment, for a total of 8.78% wage increase due to compaction, effective on the first day of the first payroll period following CPSEA ratification and City Council approval of this MOU.

- 2. Fiscal Year 2023-2024:
  - Effective July 1, 2023, all positions shall receive a 3.0% wage increase.
- 3. Fiscal Year 2024-2025:
  - Effective July 1, 2024, all positions shall receive a 3.0% wage increase.

C. Retirement

1. The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer contributions. Employees shall make contributions into the PERS fund as provided for in 8. C. 2 below. All references to “PEPRA” shall mean the Public Employees’ Pension Reform Act as enacted in 2013.
2. Employee PERS Contribution and PERS Cost Sharing

PERS Classic Employees (per 2013 PEPRA regulations)

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

PERS New Members (per 2013 PEPRA regulations)

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

\*Pursuant to PEPRA regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify CPSEA prior to implementation of any rate changes to New Employee EPMC.

3. The Employee Cost-Sharing amounts specified in 8. C. 2 above shall apply to employees classified as “PERS Classic Employees” and to employees classified as “PERS New Members”, as defined by 2013 PEPRA regulations.
4. For all employees classified as “PERS Classic Employees” (per 2013 PEPRA regulations) the City will continue to provide the benefit known as “PERS single Highest Year Benefit” throughout the term of this agreement.



- 5. For all employees classified as “PERS New Members” (per 2013 PEPRAs regulations), the City will continue to provide the benefit known as “PERS 3 Year Final Compensation”.

D. Credit for Unused Sick Leave

- 1. The City shall continue to provide the PERS benefit known as “PERS Credit for Unused Sick Leave (Govt. Code Section 20965).

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

F. Deferred Compensation

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

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

If the maximum dollars available for the contributory deferred compensation program for this unit are not utilized in any fiscal year, the remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

**9. Health, Life, and Dental Insurance Compensation**

A. The City and CPSEA agree that the City’s Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City’s health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.

The HBC shall be convened by the City at least once each quarter to review the City’s health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine

their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.

If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.

The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.

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

**B. Health Premium Waiver Incentive**

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

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

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

Employees who choose to discontinue health coverages through the City shall continue to receive City-provided life insurance coverage and employee assistance program (E.A.P.) benefits. To be eligible for this incentive, employees must: (1) notify the City's Personnel Division of their decision to discontinue health coverage during the City's annual health insurance open

enrollment period; (2) verify in writing that they have group medical coverage from another source; and (3) verify to the City that discontinuance of health coverage does not constitute a violation of any court order or other legal obligation to which the employee may be subject. In the event that an employee who has opted-out of the City's health coverage subsequently loses their alternate medical coverage due to a life changing event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the City's health coverage program. It shall be the responsibility of the employee to notify the City's Personnel Division of such a life changing event within 30 days of the event.

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

### C. Supplemental Life Insurance

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

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

### D. State Disability Insurance

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

## 10. **Holidays**

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

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (3<sup>rd</sup> Monday in January)
3. All President's Day (3<sup>rd</sup> Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1<sup>st</sup> Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (as declared in November)

9. Friday after Thanksgiving Day
10. The latter four (4) hours of the workday before Christmas Day or New Year's Day. In order to maintain operations, Department Heads shall have discretion over scheduling which day employees select, i.e., Christmas Day or New Year's Day.
11. Christmas Day (December 25)
12. One (1) floating day to be used for employee birthday or any other work day selected by mutual agreement of the employee and the employer.

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

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

D. An employee shall be paid for each of the above holidays only when the employee is on a paid status the work day prior to and the work day immediately after the holiday. Paid status shall mean the employee is on approved vacation leave, sick leave, holiday, compensatory time off, bereavement leave, jury duty or actually at work.

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

## **11. Sick Leave**

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

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

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

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

After an employee in this unit accumulates 192 hours of unused sick leave, the employee may receive a cash payback of a portion of the unused sick leave accumulated during the previous 12 month period. The payment shall be paid once a

year, on the first paycheck after November 16, and the hours available for payback shall be based on the following schedule:

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

---

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

**B. Medical Appointments**

Employees may use earned sick leave days for medical, chiropractic, dental and therapy appointments with the approval of the Department Head or the Department Head’s designee. Employees may use one-half of annual accrued sick leave to care for immediate family (as defined in Section 12).

**C. Employees who retire from the City on the regular PERS service retirement** benefit may elect to receive a lump sum cash-out of up to 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out.

**12. Family Illness Leave**

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

For the purposes of this Section, “immediate family” shall include the husband, wife, registered domestic partner as defined by the State of California, mother/step, father/step, brother/step, sister/step, child/step, grandparent, grandchildren, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, or legal dependent of the employee.

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

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

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

**13. Vacation**

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

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

The time at which the employee shall be granted a vacation is at the discretion of the Department Head. Employee seniority, as determined by an employee's length of time as a full-time employee of the City, shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.

**14. Overtime**

Overtime will be paid at the rate of one and one-half times the normal rate of pay for all hours actually worked in excess of forty hours in a workweek. Upon mutual agreement between the City and employee, daily working hours may be altered within the same workweek. Overtime hours must be approved in advance by the employee's supervisor.

**15. Specialty Pay**

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

B. Community Service Officers (CSO), Police Service Officers (PSO), Public Safety Dispatchers (PSD), and Animal Control Officers who are assigned by their supervisor to serve as trainers for two consecutive hours or more will receive a seven and one-half percent (7.5%) premium pay.

C. CPSEA members who possess non-English language skills that have been identified by the Department Head as beneficial to the Department shall receive a maximum of one hundred dollars (\$100.00) per month in addition to the employee’s base salary. The city shall determine if employees qualify for the bilingual pay and the standards of proficiency that an employee must possess in order to receive bilingual pay.

D. Employees who with the approval of their supervisor, take an animal home overnight to provide needed care will receive two (2) hours of pay for that care. An employee who actually worked their full shift on that day will receive two (2) hours of pay at their regular overtime rate. If they have worked less than their full shift on that day, they will receive pay at their straight time rate until they reach the number of hours in their full shift.

E. One CSO/PSO position funded by the Planning Neighborhood Services grant, and one CSO/PSO position assigned to Investigations, shall each receive \$100.00 per month while actively assigned to the above position.

**16. Compensatory Time-Off**

A. The City may allow compensatory time off (CTO) in lieu of overtime. The City shall have the choice in the manner of compensation, i.e., cash or CTO. The number of CTO hours an employee may accumulate shall be at the discretion of the employee’s Department Head, to a maximum of 240 hours.

B. Employees shall be allowed to cash-out up to 40 hours of their accumulated CTO during the first paycheck following November 16; and, up to 40 additional hours of accumulated CTO during the first paycheck following May 16. Employees wishing to cash-out CTO must notify the Finance Department in writing by November 15<sup>th</sup> and/or May 15<sup>th</sup> of their desire to cash-out CTO and how many hours they wish to cash-out.

## **17. Bereavement Leave**

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

## **18. Leave of Absence Without Pay**

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

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

## **19. Minimum Callback Pay**

An employee in this unit who is called back to work outside of the employee's regularly scheduled shift shall be paid a minimum of four (4) hours at their overtime rate when called back to work outside of their regularly scheduled shift hours. The employee shall have the option of choosing overtime pay or CTO as compensation for callback duty.

## **20. Standby Time**

Animal Services Employees who are assigned by their supervisor to be on Standby Time for Emergency Animal Responses that could require euthanasia, shall receive a premium of one (1) hour at their regular overtime rate for each day they are



assigned to Standby Time. Compensation for Emergency Animal Responses will be paid according to minimum call back pay in Article 19. An emergency Animal Response is defined as a call for service of an employee assigned to Standby Time involving a severely injured animal which may need to be euthanized. An employee assigned to Standby Time shall be available by telephone and be able to report to the worksite/incident scene within 30 minutes of notification.

## **21. Firearm Pay**

Community Service Officers (CSO) or Police Service Officers (PSO) assigned to work in the jail or perform transport of those arrested are required to carry a firearm in the course of their duties. Those so assigned are authorized Firearm Pay of \$200 per month (\$100 per pay period). To qualify for this pay, the CSO or PSO must be assigned to work as a jailer or in the transport of arrestees, must have completed the PC832 Arrest and Firearms Course, and must maintain current Department firearm qualification.

## **22. Mileage**

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

## **23. Jury Duty**

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

## **24. Grievance Procedure**

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

### Policy Statement

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

### Purpose

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

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

1. **Grievance:** A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this MOU and all other terms and working conditions of employment.

2. **Conferee:** A conferee is an individual who, at the request of the employee, is invited to participate in a grievance conference.

3. **Aggrieved Party:** Aggrieved party is the employee or group of employees or City making the claim.

4. **Days:** The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.

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

a. Level One - Oral Discussion With Immediate Supervisor: An aggrieved party shall orally present his grievance to his immediate supervisor within fifteen (15) days of the occurrence of the event being grieved, or within fifteen (15) days after the employee becomes aware of the event being grieved. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

b. Level Two - Personal Conference Upon Written Claim With Immediate Supervisor: an aggrieved party may then submit his claim in writing to his supervisor. The written claim must be submitted to the immediate supervisor no more than fifteen (15) days past the date of the Level One discussion. This fifteen (15) day time period does not begin to run against an employee who is off duty on an approved absence, until that employee returns to duty. The parties should make every effort to resolve the difficulty in this manner. The conciliatory efforts of conferees may be utilized at this

stage as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state his position clearly, and the background and reasons and the following items must be included:

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

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

c. Level Three - Personal Conference With Department Head: An aggrieved party may appeal the Level Two decision to his Department Head by filing a written complaint. Said complaint shall contain the same information as described above for the Level Two claim. It shall not be necessary to rewrite the above information. The City shall provide a form which may be used at Levels Two through Four. Upon receipt of the complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and department head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with this Department Head, which results must be announced within fifteen (15) days of the conference, he must then file a written appeal as provided for in Level Four.

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

- (1) The request shall be in writing and shall include the same information as described in the previous claim in Level Two. This shall be in the form of a separate written request, and said request shall be accompanied by a copy of the written claim file at Level Two and Level Three.

- (2) Upon receipt of the request, the Personnel/Risk Manager shall direct the Board of Review or Assistant City Manager to conduct an investigation and review.
- (3) The Board of Review or Assistant City Manager shall have available all documents relating to the complaint and any City records that would be helpful in resolving the problem.
- (4) After studying the documentary evidence, the Board of Review or the Assistant City Manager shall conduct such hearings as it deemed necessary. At least two (2) days' notice of any scheduled hearing should be given.
- (5) Within a reasonable time after the conclusion of the hearing, the Board of Review or the Assistant City Manager shall submit the written findings of fact and written decision to both the City and the aggrieved party.
- (6) The Board of review shall be made up of three members, one selected by the Grievant, one selected by the City and third selected by the first two from among those individuals currently serving on the City's Personnel Commission.

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

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

- (1) Any party to a grievance may, at any point in the process outlined, have a conferee.
- (2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
- (3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- (4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his

grievance. This shall not apply when the aggrieved party requests an opportunity to address the Council. Decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.

- (5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessary indicate agreement to the factual content.
- (6) Any costs of operating the grievance procedure shall be borne jointly by the City and the Grievant.
- (7) By mutual written agreement, the time limit at any Level may be extended.
- (8) The conferee shall conduct all applicable duties, whenever possible, during "non-working" hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance and (2) the conferee received no overtime compensation by the City for time so spent.

## 25. Lay-Off

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

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

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

D. Order of Layoff: Employees shall be laid-off in the inverse order of their seniority with the City, within the classifications subject to lay-off(s). The City Manager shall determine in which classifications the lay-off(s) shall occur, based on the needs

of the City. Seniority shall be determined based upon date of hire to a permanent, full-time position with the City. Within each classification, employees shall be laid-off in the following order:

- (1) Temporary Employees
- (2) Contractual Employees
- (3) Permanent Part-Time Employees
- (4) Probationary Employees
- (5) Permanent Employees

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

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

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

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

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

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

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

## **26. Physical or Mental Examinations**

A. In the event the Department Head has reason to believe that an employee is not physically or mentally capable of performing the full duties of the employee's position, or that the employee's condition represents a danger to self, other employees or the public, the Department Head may immediately place that employee on sick leave, or other accrued leave, or personal leave without pay if accrued leave is exhausted, or if already on sick leave, require the employee to remain off work until cleared for full duty by the City physician or another physician designated by the City.

B. If the employee so requests, the Department Head shall, prior to implementing a decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

## **27. Uniform Allowance**

The Animal Control Officer, Community Service Officer, Fire Life Safety Specialist, Fire Inspector I, and Fire Inspector II classes shall receive \$900.00 per year for uniform and boot allowance, to be paid by the City on the paycheck following November 16. The City shall provide uniforms for all other positions that are required to wear uniforms.

## **28. Military Leave**

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

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

## **29. Professional Development**

The City shall reimburse employees in CPSEA for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading

to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associates, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

### **30. Time Bank**

A. Employees may donate two (2) hours of vacation time each year to the CPSEA Administrative Board Time Bank. The hours donated to the Time Bank shall



be donated on January 1 of each year. These hours may be utilized by CPSEA elected officers to attend to CPSEA business and educational activities. The City Finance Department will maintain records of all hours donated annually to the Time Bank. Upon request, the City Finance Department will provide CPSEA with quarterly information regarding the available balance in the Time Bank and hours utilized.

B. The CPSEA President shall authorize the use of Time Bank hours for the elected officers of CPSEA. Hours utilized under this section shall be in minimum amounts of four (4) hour increments. For scheduled trainings, schools, etc., the CPSEA President shall provide the City Manager or designee with a minimum of fourteen (14) days notice prior to requesting the use of Time Bank hours. The use of Time Bank hours that impacts assigned schedules shall be subject to the approval of the affected Department Head(s).

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

### **31. Workweek**

A. The workweek for all unit members shall be 168 consecutive regularly recurring hours.

B. For employees assigned to a "5 / 8" or "4 / 10" or "3 / 12.5" work schedule, the workweek shall begin at 0700 hours on Sunday and end at 0700 hours on the following Sunday.

C. For employees assigned to a "9 / 80" or "3 / 12" work schedule, each employee's designated FLSA workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off.

### **32. Flexible Work Schedules**

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

### **33. Maintenance of Operation**

CPSEA agrees that for the term of this MOU neither CPSEA nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities.

### **34. Past Practices**

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

### **35. Tattoos, Body Piercing, Ornamental Dental Art and Body Art**

A. Tattoos, Ultra - Violet (UV) Tattoos, Brandings, Ornamental Dental Art And Body Art: Police Department personnel shall not, while on duty, display any tattoos, UV tattoos (tattoos visible under UV lighting), brandings, ornamental dental art or other body art. Visible tattoos, brandings and other body art shall be covered when wearing a uniform. Tattoos on the head, hands, neck and face or ornamental dental art are expressly prohibited.

B. Body Piercing: Except for earrings worn by female employees, no body piercings with ornamentation shall be visible, to include the face, nose and tongue, while any member is on duty or representing the Department in any official capacity.

C. Employees hired prior to the effective date of this Article with tattoos, branding and / or body art visible while in uniform will be allowed to wear an unmodified uniform. Employees will not be allowed to add any other visible tattoos, branding, ornamental dental art or any other visible body art after the adoption of this agreement.

### **36. Public Safety Dispatcher Work Schedules**

A. Seniority, based on employment length in the classification of Public Safety Dispatcher at the Clovis Police Department will be used to determine shift selection for Public Safety Dispatchers working in the Communications Center. A shift is defined as a work schedule that consists of the same days and hours for a continuous rotation. Any change of work days or scheduled times would constitute a different shift.

B. Prior to the beginning of a new shift cycle, eligible Public Safety Dispatchers working in dispatch will be given an opportunity to select their preferred duty shift based upon seniority as described above. An attempt will be made to assign Public Safety

Dispatchers to their preferred shift, with the following restrictions: Public Safety Dispatchers assigned to one shift for three (3) cycles must rotate to another shift for at least one (1) cycle.

C. The City and CPSEA recognize the need for efficient scheduling of dispatch staff based on the operational needs of the City. The City and CPSEA will endeavor to accomplish this through shift choices recommended by dispatch staff with department approval. It is the intention of the City and CPSEA to provide for efficient scheduling of dispatch staff by considering staffing needs, peak work loads, shift overlap and other duties. The Communications Supervisor will approve all schedules prior to implementation.

D. In the event that there is no agreement between the dispatch staff regarding shift sign-ups, scheduling or if the City determines that the schedule does not meet the Police Department's operational needs, the Communications Supervisor will determine the schedule.

E. Once the Lead Public Safety Dispatchers sign-up is reviewed and approved by the Communications Supervisor, Public Safety Dispatchers will be eligible to sign-up by seniority.

F. Communications staff will rotate to alternate shifts every three (3) cycles for one (1) cycle.

G. Notwithstanding the above, the Police Chief or authorized designee may assign any Public Safety Dispatcher to any shift, at any time, when there exists a need or cause to make such assignment. In these cases, the Public Safety Dispatcher being reassigned shall be given reasons for reassignment and at least forty-eight (48) hours notice of said reassignment, except that shorter notice may be given in cases of emergent need.

### **37. Overtime and Extra Duty Board for Dispatch Staff**

A. All employees in the classification of Public Safety Dispatcher and Lead Public Safety Dispatcher who have successfully completed their training period shall be eligible to sign-up for extra duty board. Extra duty board shifts not covered by Public Safety Dispatchers or Lead Public Safety Dispatchers may be filled by any Police Department personnel adequately trained in dispatch procedures.

B. Lead / Public Safety Dispatchers should respond to all communications issued by City personnel within a reasonable period of time. The only exception would be for general communications to all staff announcing extra boards.

**38. Shift Differential**

**Graveyard Shift** – Employees not on probation assigned to a regular graveyard shift (starting between the hours of 1700 and 2100) shall be paid, in addition to the basic compensation a three percent (3%) premium for all regularly scheduled hours on that shift [(i.e. maximum number of either eight (8), ten (10), or twelve and one half (12.5) hours (depending on regular shift)].

The following terms and conditions also apply:

A. There shall be no shift premium paid when the employee is not actually working the graveyard shift (e.g., employee is scheduled to work another shift or is off work on paid or unpaid time).

B. Any employee who works overtime hours on a graveyard shift shall not be eligible to receive shift premium.

C. Whenever employees regularly scheduled to a day shift or swing shift are required to perform overtime work before or beyond the end of their regularly scheduled shift, they shall not receive premium for any overtime hours worked that occur outside of their normal assigned shift.

D. Any employee who is temporarily assigned to a full graveyard shift or who is required to work an extra graveyard shift shall be paid the 3% shift premium. The shift differential will be used in determining cash payment, if any, for overtime hours worked.

**39. Field Assignment Lunch Period**

Employees in the classifications of Community Service Officer, Lead / Public Safety Dispatcher, and Animal Service Officer who are assigned to field work or public safety dispatcher assignments, and who work “5/8”, “4/10” or “9/80” shifts will receive one (1) twenty (20) minute rest period and a forty (40) minute meal break per shift without loss of pay. The timing of these rest periods and meal breaks shall be reasonably scheduled by the City in accordance with the requirements of the Department. Employees in these classifications who may work a “3/12.5” work shift will receive one (1) 40 minute meal break and two (2) twenty minute rest periods per shift without loss of pay.

**40. Compensation for Court Appearances**

A. For the purpose of this MOU, the term courts shall include a legally required appearance at an activity of any judicial proceeding arising from the course and scope of employment with the City of Clovis.

- B. Required appearances at court occurring on an employees' regular day off shall be compensated at a minimum of four (4) hours of overtime rate. Employees required to stand by for court on either, a regular day off, or on a regular work day when assigned to work a "graveyard" shift or "swing shift", in case they may be required to appear in Court, shall be compensated with one hour of straight time in total for any a.m. hours. Those assigned to work a "graveyard shift" shall also receive one hour of straight time in total for any p.m. hours. Court standby time will apply unless the employee is required to appear in court. For the purposes of this section, the following definitions apply: day off is defined as a regularly scheduled day off or a previously approved absence. A graveyard shift is defined as a work schedule which typically begins before midnight and ends approximately between 0400 and 0800 the following morning. A "Swing shift" is defined as a work schedule that starts between 1200 and 1700 hours
- C. Required appearances at courts which occur on an employees' scheduled work day shall be compensated as follows: if the appearance is required more than four (4) hours in advance of the employees' shift the employee shall be compensated a minimum of four (4) hours at the time and one-half rate.
- D. Required appearances at courts which occur on an employees' scheduled work day and the appearance is less than four (4) hours in advance of the employees' shift shall be compensated based upon the forty (40) hour work week.
- E. Vacation/Time Off approved during the Vacation/Time off shift rotation sign-ups will be the only time employees will be able to decline subpoenas and the court liaison will be responsible for making the necessary notifications to the District Attorney's Office/Courts. For any time off submitted outside the scheduled vacation/time off submission process, the employees will be responsible for making any necessary arrangements with the District Attorney's Office/Courts. Please refer to Policy section 348, specifically 348.2.1 Service of Subpoena.
- F. Required appearances for telephone or video subpoenas shall be compensated at a minimum of one (1) hour at the overtime rate, if the appearance is required more than one (1) hour in advance of the employees shift or scheduled on an employee's day off. Employees shall not be eligible for compensation for more than one telephone appearance in one day.
- G. Overtime minimums shall not be paid more than once in the case of multiple court appearances on the same day with overlapping times.
- H. If an employee is required to use their personal vehicle for out-of-town court appearances, the employee shall be compensated at the prevailing

mileage rate as established by the City. Mileage shall be computed starting and ending from the Police Department.

- I. The City shall not compensate with overtime or reimburse mileage or expenses for court appearances occurring as the result of an employees' employment with another employer.

#### **41. Release Time**

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

#### **42. Conclusively**

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

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

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

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

policy. In an emergency, the City retains the right to take such action immediately. CPSEA will be offered the opportunity to meet and consult as soon as practicable.

**43. Term of Memorandum of Understanding**

A. This MOU shall remain in effect for the period of July 1, 2022 through June 30, 2025. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit.

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

C. The CPSEA membership has ratified the contents of this MOU, by their affirmative vote, on or about June 28, 2022. The City Council approved the provisions of this MOU on July 5, 2022.

**44. Sole Agreement**

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

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

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

In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU.

**For the CITY:**

**For CPSEA:**

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

\_\_\_\_\_  
Ann Bennett, CPSEA Legal Representative

\_\_\_\_\_  
Mary Lerner, City Legal Representative

\_\_\_\_\_  
Ty Wood, CPSEA Negotiator

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

\_\_\_\_\_  
Shawn Knapp, CPSEA Negotiator

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

\_\_\_\_\_  
Tiffany Viau, CPSEA Negotiator

\_\_\_\_\_  
Tom Roberts, City Negotiator

\_\_\_\_\_  
Kevin Helton, CPSEA Negotiator

\_\_\_\_\_  
Charles Johnson, City Negotiator

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_



**Side Letter Agreement between the City of Clovis  
and Clovis Public Safety Employees Association (CPSEA)**

**COVID Premium Pay**

As an acknowledgement for employees who worked during the City of Clovis declared COVID-19 emergency order from March 16, 2020 through March 14, 2022, the City will provide COVID Premium Pay as follows:

- A. For the time period from March 16, 2020 through March 15, 2021, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, and 3159.
  
- B. For the time period from March 16, 2021 through March 14, 2022, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, and 3159.

The COVID Premium Pay, as described A and B above, will be paid to only current employees, and payment will be made in one lump sum within 30 days following bargaining unit ratification and City Council approval of a new three-year MOU with a term of July 1, 2022 through June 30, 2025. “Current employee” is defined as an active employee of the City of Clovis on the day this side letter is approved by City Council.

Employees may voluntarily choose to divert some or all of the COVID Premium Pay funds into their Deferred Compensation 457 plan with the following requirements:

- The employee’s 457 plan contributions must be below the annual cap (including both City and employee contributions).
- No later than one full pay period prior to the COVID Premium Pay cash out, the employee must complete a form in Personnel changing the amount of deferred comp contribution.
- No later than the date of the COVID Premium Pay cash out, the employee must complete another form in Personnel returning their deductions to their prior level for following pay periods.

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

For the City of Clovis:

For CPSEA:

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

\_\_\_\_\_  
Ty Wood, CPSEA President

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

\_\_\_\_\_  
Shawn Knapp, CPSEA Negotiator

\_\_\_\_\_  
Tom Roberts, City Negotiator

\_\_\_\_\_  
Tiffany Viau, CPSEA Negotiator

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

\_\_\_\_\_  
Kevin Helton, CPSEA Negotiator

\_\_\_\_\_  
Ann Bennett, Attorney for CPSEA

Attest: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: July 5, 2022

SUBJECT: General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Professional and Technical Association.

ATTACHMENTS: 1. Res. 22-\_\_\_\_, and MOU

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

For the City Council to approve a resolution authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Professional and Technical Association (CPTA) bargaining unit, for the term of July 1, 2022, through June 30, 2025.

### **EXECUTIVE SUMMARY**

City negotiators have recently concluded the meet and confer process with representatives of the CPTA bargaining unit for a successor MOU. Council authorization is required to implement the proposed amendments to the CPTA MOU.

### **BACKGROUND**

The 2019-2022 MOU between the City and CPTA expires June 30, 2022. The City's negotiating team and CPTA representatives have recently concluded negotiations for a successor MOU. A summary of the changes in the proposed MOU is below.

- Salary increases as follows:
  - FY 2022-23: 5.0% wage increase
  - FY 2023-24: 3.0% wage increase
  - FY 2024-25: 3.0% wage increase.
- In addition to the wage increase above, the following positions will receive equity increases as follows:
  - City Surveyor: 6.85%
  - Civil Engineer: 9.92%
  - Engineer I: 2.56%

- GIS Analyst: 0.12%
- Permit Technician: 4.93%
- Senior Building Inspector: 2.00%
- Senior Engineering Inspector: 0.31%
- Tuition reimbursement revised to a total of 8 semesters at Fresno state instead of two semesters per fiscal year.
- Changes to job descriptions to allow employees to promote between job classes when they meet minimum qualifications, number of years at the City of Clovis, and positive performance evaluations. Positions included are Planning Technician I to II and Assistant Planner to Associate Planner.
- \$200 certification pay for American Institute of Certified Planners certificate, and \$50 certification pay for Geographic Information Systems Professional certificate.
- Cell phone stipend increased from \$20 to \$25 per month.
- Revise deferred comp ratio of 1:1 (City to employee) to 2:1.
- Side letter for COVID Premium Pay up to \$4,000 per employees who worked during the City emergency order.

The CPTA membership ratified the terms of the proposed MOU on or about June 23, 2022.

#### **FISCAL IMPACT**

The proposed amendments to the CPTA MOU will result in approximate increased costs for salary, incentives, and COVID premium pay of approximately \$1,139,800 over the next three (3) years, which will be budgeted during the term of the agreement.

#### **REASON FOR RECOMMENDATION**

The proposed 2022-2025 MOU between the City and CPTA maintains reasonable wages and working conditions related to the labor market for employees in the CPTA bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council resolution. The proposed amendments are within the financial parameters authorized by City Council and will preserve the City's ability to attract and retain qualified personnel.

#### **ACTIONS FOLLOWING APPROVAL**

City staff and CPTA representatives will sign the proposed 2022-2025 MOU and any side letter agreements. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager *[Signature]*

**RESOLUTION 22-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND THE CLOVIS PROFESSIONAL AND TECHNICAL ASSOCIATION (CPTA)**

**WHEREAS**, a Memorandum of Understanding exists between the City of Clovis and the Clovis Professional and Technical Association (CPTA) bargaining unit (the Parties); and

**WHEREAS**, the Memorandum of Understanding expires on June 30, 2022; and

**WHEREAS**, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and

**WHEREAS**, the proposed CPTA Memorandum of Understanding 2022-2025 and side letters are attached as Attachment A.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Professional and Technical Association bargaining unit for the term of July 1, 2022, through June 30, 2025.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF CLOVIS AND  
THE CLOVIS PROFESSIONAL AND TECHNICAL  
ASSOCIATION**

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

**ATTACHMENT A**

**TABLE OF CONTENTS**

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Introduction .....	1
1.	Unit Description .....	1
2.	Purpose .....	2
3.	City Rights .....	2
4.	Employee Rights.....	3
5.	Dues Deduction/Union Access .....	3
6.	Non-Discrimination .....	4
7.	Wage Scale and Retirement Contributions .....	4
8.	Health, Life and Dental Insurance Compensation.....	7
9.	Holidays .....	9
10.	Sick Leave .....	9
11.	Family Illness Leave .....	10
12.	Vacation.....	11
13.	Overtime .....	11
14.	Specialty Pay .....	12
15.	Compensatory Time .....	13
16.	Bereavement Leave.....	13
17.	Leave of Absence .....	13
18.	Minimum Callback Pay .....	14
19.	Mileage .....	14
20.	Jury Duty.....	14
21.	Grievance Procedure .....	14
22.	Lay-Off .....	18
23.	Physical Examinations .....	20
24.	Military Leave.....	20
25.	Professional Development .....	20
26.	Time Bank.....	21
27.	Safety Equipment .....	22
28.	Workweek .....	22
29.	Flexible Work Schedules .....	23
30.	Maintenance of Operations.....	23
31.	Conclusively.....	23
32.	Past Practices.....	24
33.	Release Time.....	24
34.	Sole Agreement .....	24
35.	Term of Memorandum of Understanding .....	25

## Introduction

The representatives of the City of Clovis (City) and the representatives of the Clovis Professional and Technical Association (CPTA) having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

### 1. Unit Description

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

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

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| 1. Assistant Planner            | 12. GIS Specialist                |
| 2. Associate Planner            | 13. GIS Systems Analyst           |
| 3. Building Inspector           | 14. GIS Technician                |
| 4. Business Workflow Analyst    | 15. Housing Program Coordinator   |
| 5. Business Workflow Specialist | 16. Permit Technician             |
| 6. City Surveyor                | 17. Planning Technician I         |
| 7. Civil Engineer               | 18. Planning Technician II        |
| 8. Engineer I                   | 19. Plans Examiner                |
| 9. Engineer II                  | 20. Senior Building Inspector     |
| 10. Engineering Inspector       | 21. Senior Engineering Inspector  |
| 11. Engineering Technician      | 22. Senior Engineering Technician |

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

D. Classification Review:



1) An employee may request classification review of the employee's position by submitting such a request, in writing, to the Department Head. Such request shall set forth the specific reasons for the classification review.

2) If the Department Head agrees that a classification review is appropriate, the Department Head shall require the employee to complete a classification review questionnaire. The employee's completed questionnaire will be reviewed by the employee's Supervisor and Department Head for completeness and accuracy. Within forty-five (45) days of the employee's submittal of a completed questionnaire, the Department Head will complete the employee's review and transmit the questionnaire to the Personnel/Risk Manager to conduct the classification review.

3) The Personnel/Risk Manager or assigned staff shall conduct the classification review and submit a report of findings and recommendations to the Department Head and City Manager. The classification review will be completed within ninety (90) days of receipt of the completed classification review questionnaire except in unusual circumstances. When unusual circumstances arise, the City and the employee will establish a mutually acceptable completion date for the classification review.

## **2. Purpose**

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

## **3. City Rights**

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

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

- 6) Determine its budget, organization, merits, necessity and level of any activity or service provided to the public.

#### 4. Employee Rights

Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

#### 5. Dues Deduction/Union Access

A. Payroll deductions/union dues shall be in accordance with applicable law.

##### B. Union Access

The City and the Association agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

##### Access to employee new hire orientations

- At least ten (10) days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one notification will be sent out. The Union will be responsible for attending the orientation. Personnel will not follow up after the first notification.
- The amount of Union Representatives present during the orientation is limited to two representatives.
- Time allotted for union access during the orientation will be 15 minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1<sup>st</sup> and 16<sup>th</sup> of the month. If the 1<sup>st</sup> or 16<sup>th</sup> is on a weekend or a holiday the orientation will be on the first working day after the 1<sup>st</sup> or 16<sup>th</sup>.
- The City will reserve the right to hold the orientations on different days in case of an unusual situation.
- If mutually agreed upon the ten (10) day notification can be reduced to allow the new hire an earlier start date.
- Orientation time may vary depending on staffing levels and number of employees attending the orientation.

##### Access to new hire employee personal information

Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.

#### Access to current employee personal information

Both the City and the Association agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15<sup>th</sup> of January.

The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

#### Opt-Out Provision

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

### **6. Non-Discrimination**

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

### **7. Wage Scale and Retirement Contributions**

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

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

1) Fiscal Year 2022-2025: The following wage adjustments shall become effective on the first day of the first payroll period following CPTA ratification and City Council approval of this MOU.

- All positions shall receive a 5.0% wage increase.
- City Surveyor shall receive a 6.85% equity adjustment for a total increase of 11.85%.
- Civil Engineer shall receive a 9.92% equity adjustment for a total increase of 14.92%.

- Engineer I shall receive a 2.56% equity adjustment for a total increase of 7.56%.
- GIS Analyst shall receive a 0.12% equity adjustment for a total increase of 5.12%.
- Permit Technician shall receive a 4.93% equity adjustment for a total increase of 9.93%.
- Senior Building Inspector shall receive a 2.00% equity adjustment for a total of 7.0%.
- Senior Engineering Inspector shall receive a 0.31% equity adjustment for a total of 5.31%

2) Fiscal Year 2023-2024:

- Effective July 1, 2023, all positions shall receive a 3.0% wage increase.

3) Fiscal Year 2024-2025:

- Effective July 1, 2024, all positions shall receive a 3.0% wage increase.

C. Retirement

1) The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer contributions. Employees shall make contributions into the PERS fund as provided for in 7.C.2 below. All references to “PEPRA” shall mean the Public Employees’ Pension Reform Act as enacted in 2013.

2) Employee PERS Contribution and PERS Cost Sharing

PERS Classic Employees (per 2013 PEPRA regulations)

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

PERS New Members (per 2013 PEPRA regulations)

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

\*Pursuant to PEPRA regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify CPTA prior to implementation of any rate changes to New Employee EPMC.

3) The Employee Cost-Sharing amounts specified in 7.C.2 above shall apply to employees classified as “PERS Classic Employees” and to employees classified as “PERS New Members”, as defined by 2013 PEPRAs regulations.

4) For all employees classified as “PERS Classic Employees” (per 2013 PEPRAs regulations) the City will continue to provide the benefit known as “PERS single Highest Year Benefit” throughout the term of this agreement.

5) For all employees classified as “PERS New Members” (per 2013 PEPRAs regulations), the City will continue to provide the benefit known as “PERS 3 Year Final Compensation”.

**D. Credit for Unused Sick Leave**

1) The City shall continue to provide the PERS benefit known as PERS Credit for Unused Sick Leave (Govt. Code Section 20965).

**E. Deferred Compensation**

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

City’s Matching Contribution/Payment	Maximum City Payment
(City/Employee) 2:1	3%

If the maximum dollars available for the contributory deferred compensation program for this unit are not utilized in any fiscal year, the remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

## 8. Health, Life, and Dental Insurance Compensation

A. The City and the CPTA agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.

The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.

If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.

The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.

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

### B. Health Premium Waiver Incentive

- 1) Employees who waive City medical, prescription, dental and vision coverages will receive a waiver incentive of \$420.00 per month.
- 2) Employees who waive medical and prescription drug coverages will receive a waiver incentive based on the following employee coverage tiers:

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

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

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

C. Supplemental Life Insurance

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

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

D. State Disability Insurance

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

## 9. Holidays

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

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

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

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

D. An employee shall be paid for each of the above holidays only when the employee is on a paid status the work day prior to and the work day immediately after the holiday. Paid status shall mean the employee is on approved vacation leave, sick leave, holiday, compensatory time off, bereavement leave, jury duty or actually at work.

## 10. Sick Leave

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

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



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

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

After an employee in this unit accumulates 192 hours of unused sick leave, the employee may receive a cash payback of a portion of the unused sick leave accumulated during the previous 12 month period. The payment shall be paid once a year, on the first paycheck after November 16, and the hours available for payback shall be based on the following schedule:

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

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

**B. Medical Appointments**

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

C. Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out of up to 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out.

**11. Family Illness Leave**

A. An employee shall be entitled to twenty-four (24) work hours with pay in any one (1) calendar year for the purpose of providing personal care, attendance and compassion to a member of the employee's immediate family who is suffering from an

injury or illness. An employee shall be entitled to up to forty (40) work hours with pay in any one (1) calendar year if travel is required outside of California. However, the necessity for the employee's presence may, in the discretion of the City Manager or the City Manager's authorized agent, be required to be verified by a doctor's certificate.

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

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

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

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

**12. Vacation**

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

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

The time at which the employee shall be granted a vacation is at the discretion of the Department Head. Employee seniority, as defined in Section 22, shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.

**13. Overtime**

Overtime will be paid at the rate of one and one-half times the normal rate of pay for all hours actually worked in excess of eight hours in a day. Employees who work an

alternate work schedule, (i.e., “4-10” or “9-80”) shall earn overtime for hours actually worked in excess of their normal shift. Overtime hours must be approved in advance by the employee’s supervisor.

**14. Specialty Pay**

A. Supervisory Pay - Employees in this Unit shall receive a salary increase equivalent to “A” step of the position being filled or a 5% salary increase, whichever is greater, above their regular salary when they are assigned by their supervisor to perform the majority of the duties of a supervisory position for at least forty (40) working hours within a seven (7) day period. All out-of-class work assignments, including the length of the assignment, shall be in accordance with CalPERS rules and regulations.

B. Certification Pay - Engineer I and II classifications who possess a Licensed Surveyor certification, a Certified Access Specialist Program (CASP) certification, or Professional Traffic Engineer license issued by the State of California shall receive an additional \$200.00 monthly. The specialty pay does not compound in the event an employee possesses more than one (1) of these certifications.

C. Employees in the Building Division who possess the Certified Access Specialist Program (CASP) certification issued by the State of California, or Certified Building Official, or Master Code Professional certificate issued by the International Code Council shall receive an additional \$200.00 monthly. The Specialty pay does not compound in the event an employee possesses more than one (1) of these certifications/licenses.

D. Employees in Planning classifications who possess an American Institute of Certified Planners certifications shall receive an additional \$200 monthly. The Specialty pay does not compound in the event and employee possesses more than one (1) of these certifications/licenses.

E. Employees in GIS classifications who possess a Geographic Information Systems Professional certifications issued by a 3<sup>rd</sup> party GIS Certification Institute (GISCI) shall receive an additional \$50.00 monthly. The Specialty pay does not compound in the event an employee possesses more than one (1) of these certifications/licenses.

F. Bilingual Stipend - The four (4) CPTA members with the most seniority with the City who possess certified foreign language skills shall receive \$100.00 per month for use of those language skills as needed for work-related purposes. The City will determine if an employee possesses adequate language proficiency through a language skills certification process.

G. Cell Phone Stipend – Employees who are required by their Department Head to use a City-issued cell phone, outside of shared and pooled phones, will have the option to receive a \$25.00 monthly stipend in lieu of using the City-issued cell phone. In order to participate in this program, employees must provide their cell phone number to their Department Head or designee and agree to answer their phones for City-related

business. This method of notification replaces the method of the City providing a cell phone to employees who opt to participate in this program. Employee cell phones must be able to function locally and have text messaging service and the ability to send and receive photos in addition to phone service.

## **15. Compensatory Time-Off**

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

Employees shall be allowed to cash-out up to 40 hours of their accumulated CTO during the first paycheck following November 16. Employees wishing to cash-out CTO must notify the Finance Department in writing by November 15 of their desire to cash-out CTO and how many hours they wish to cash-out.

## **16. Bereavement Leave**

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

## **17. Leave of Absence Without Pay**

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

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

## **18. Minimum Callback Pay**

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

B. Employees required to work on a recognized holiday shall be paid a minimum of three (3) hours at the employee's overtime rate.

## **19. Mileage**

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

## **20. Jury Duty**

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

## **21. Grievance Procedure**

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

### Policy Statement

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

## Purpose

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

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

1. **Grievance:** A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this MOU and all other terms and working conditions of employment.

2. **Conferee:** A conferee is an individual who, at the request of the employee, is invited to participate in a grievance conference.

3. **Aggrieved Party:** Aggrieved party is the employee or group of employees or City making the claim.

4. **Days:** The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.

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

a. Level One - Oral Discussion With Immediate Supervisor: An aggrieved party shall orally present their grievance to the aggrieved party's immediate supervisor within 15 days of the occurrence of the event being grieved, or within 15 days after the employee becomes aware of the event being grieved. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

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

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

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

c. Level Three - Personal Conference With Department Head: An aggrieved party may appeal the Level Two decision to the aggrieved party's Department Head by filing a written complaint. Said complaint shall contain the same information as described above for the Level Two claim. It shall not be necessary to rewrite the above information. The City shall provide a form which may be used at Levels Two through Four. Upon receipt of the complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and Department Head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with this Department Head, which results must be announced within fifteen (15) days of the conference, the aggrieved party must then file a written appeal as provided for in Level Four.

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

- 1) The request shall be in writing and shall include the same information as described in the previous claim in Level Two. This shall be in the form of a separate written request, and said request shall be accompanied by a copy of the written claim filed at Level Two and Level Three.

- 2) The Board of Review or Assistant City Manager shall have available to it all documents relating to the complaint and any City records that would be helpful in resolving the problem.
- 3) After studying the documentary evidence, the Board of Review shall conduct such hearings as it deemed necessary. At least two (2) days' notice of any scheduled hearing should be given.
- 4) Within a reasonable time after the conclusion of the hearing, the Board of Review or the Assistant City Manager shall submit the written findings of facts and written decision to both the City and the aggrieved party.
- 5) The Board of review shall be made up of three members, one selected by the aggrieved party, one selected by the City and the third selected by the first two from among those individuals currently serving on the City's Personnel Commission.

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

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

- 1) Any party to a grievance may, at any point in the process outlined, have a conferee.
- 2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
- 3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- 4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived their grievance. This shall not apply when the aggrieved party requests an opportunity to address the Council. Decisions that have City-wide



implications shall be communicated to all certified personnel in an objective and impersonal manner.

- 5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessary indicate agreement to the factual content.
- 6) Any costs of operating the grievance procedure shall be borne jointly by the City and the aggrieved party.
- 7) By mutual written agreement, the time limit at any Level may be extended.
- 8) The conferee shall conduct their applicable duties, whenever possible, during "non-working" hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance and (2) the conferee received no overtime compensation by the City for time so spent.

## **22. Lay-Off**

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

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

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

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

position with the City. Within each classification, employees shall be laid-off in the following order.

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

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

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

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

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

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

Employees who are reemployed shall have their sick leave balances restored to the amount prior to lay-off, accrue vacation leave at the same rate as prior to lay-off, and be placed at the same salary step if reemployed to the same classification from which the employee was laid-off. Upon recall, the City will allow the recalled employee a reasonable

period of time in which to reinstate certifications that may have lapsed during the employee's lay-off period.

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

### **23. Physical Examinations**

A. In the event the Department Head has reason to believe that an employee is not physically capable of performing the full duties of the employee's position, or that the employee's condition represents a danger to the employee, other employees or the public, the Department Head may immediately place that employee on sick leave, or other accrued leave, or personal leave without pay if accrued leave is exhausted, or if already on sick leave, require the employee to remain off work until cleared for full duty by the City physician or another physician designated by the City.

B. If the employee so requests, the Department Head shall, prior to implementing their decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

### **24. Military Leave**

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

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

### **25. Professional Development**

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will

be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associates, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

## **26. Time Bank**

A. Employees may donate two (2) hours of vacation time each year to the CPTA Administrative Board Time Bank. The hours donated to the Time Bank shall be donated on January 1 of each year. These hours may be utilized by CPTA elected officers to attend to CPTA business and educational activities. The City Finance Department will maintain records of all hours donated annually to the Time Bank. Upon request, the City

Finance Department will provide CPTA with quarterly information regarding the available balance in the Time Bank and hours utilized.

B. The CPTA President shall authorize the use of Time Bank hours for the elected officers of CPTA. Hours utilized under this section shall be in minimum amounts of four (4) hour increments. For scheduled trainings, schools, etc., the CPTA President shall provide the City Manager or designee with a minimum of fourteen (14) days notice prior to requesting the use of Time Bank hours. The use of Time Bank hours that impacts assigned schedules shall be subject to the approval of the affected Department Head(s).

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

## **27. Safety Equipment**

Employees in the Engineer I, Engineer II, Civil Engineer, Building Inspector, Engineering Inspector, Sr. Building Inspector, Sr. Engineering Inspector classifications, or other classifications as determined by the PDS/PUD Director that are assigned to field assignments shall receive appropriate personal protective equipment pursuant to OSHA requirements.

## **28. Workweek**

A. The workweek for all unit members shall be 168 consecutive regularly recurring hours.

B. For employees assigned to a "5 / 8" or "4 / 10" work schedule, the workweek shall begin at 0700 hours on Sunday and end at 0700 hours on the following Sunday.

C. For employees assigned to a "9 / 80" work schedule, each employee's designated Fair Labor Standards Act (FLSA) workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off.

## **29. Flexible Work Schedules**

The City will analyze and respond within ninety (90) days to written proposals from CPTA regarding alternative employee work schedules. Such proposals shall be designed with the primary concerns of saving operating costs and enhancing City service levels.

## **30. Maintenance of Operation**

CPTA agrees that for the term of this MOU neither CPTA nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities.

## **31. Conclusively**

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

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

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

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

City shall assume CPTA does not wish to meet and consult on the change in policy. In an emergency, the City retains the right to take such action immediately. CPTA will be offered the opportunity to meet and consult as soon as practicable.

### **32. Past Practices**

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

### **33. Release Time**

Authorized CPTA representatives shall receive reasonable release time for the purposes of collective bargaining, the processing of grievances, joint problem-solving meetings between the City and CPTA, and disciplinary representation. As soon as practicable prior to the release from duties, the designated representatives shall submit a written request for release.

### **34. Sole Agreement**

- A. The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties.
- B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become a part of this MOU and subject to its terms.
- C. The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.
- D. In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU. Should a policy within the MOU become void as outlined above, either the City or the Association may institute the meet and confer process in regard to instituting a substitute item.

**35. Term of MOU**

This MOU shall remain in effect for the period of July 1, 2022 through June 30, 2025. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit.

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

The CPTA membership has ratified the contents of this MOU, by their affirmative vote, on or about June 23, 2022. The City Council approved the provisions of this MOU on July 5, 2022

**For the CITY:**

**For CPTA:**

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

\_\_\_\_\_  
Sarai Yanovsky, CPTA President

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

\_\_\_\_\_  
John Cross, CPTA Negotiator

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

\_\_\_\_\_  
Cleveland Wardrick, CPTA Negotiator

\_\_\_\_\_  
Jesse Newton, City Negotiator

\_\_\_\_\_  
Trish Densmore, CPTA Negotiator

\_\_\_\_\_  
Nick Torstensen, City Negotiator

\_\_\_\_\_  
Dan Lumeya, CPTA Negotiator

\_\_\_\_\_  
Melissa Paminto, City Negotiator

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_



**Side Letter Agreement between the City of Clovis  
and Clovis Professional and Technical Association (CPTA)**

**COVID Premium Pay**

As an acknowledgement for employees who worked during the City of Clovis declared COVID-19 emergency order from March 16, 2020 through March 14, 2022, the City will provide COVID Premium Pay as follows:

- A. For the time period from March 16, 2020 through March 15, 2021, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, or 3159.
- B. For the time period from March 16, 2021 through March 14, 2022, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005 & 3159.

The COVID Premium Pay, as described A and B above, will be paid to only current employees, and payment will be made in one lump sum within 30 days following bargaining unit ratification and City Council approval of a new three-year MOU with a term of July 1, 2022 through June 30, 2025. “Current employee” is defined as an active employee of the City of Clovis on the day this side letter is approved by City Council.

Employees may voluntarily choose to divert some or all of the COVID Premium Pay funds into their Deferred Compensation 457 plan with the following requirements:

- The employee’s 457 plan contributions must be below the annual cap (including both City and employee contributions).
- No later than one full pay period prior to the COVID Premium Pay cash out, the employee must complete a form in Personnel changing the amount of deferred comp contribution.
- No later than the date of the COVID Premium Pay cash out, the employee must complete another form in Personnel returning their deductions to their prior level for following pay periods.

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

For the City of Clovis:

For CPTA:

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

\_\_\_\_\_  
Sarai Yanovsky, CPTA President

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

\_\_\_\_\_  
John Cross, CPTA Negotiator

\_\_\_\_\_  
Nicholas Torstensen, City Negotiator

\_\_\_\_\_  
Cleveland Wardrick, CPTA Negotiator

\_\_\_\_\_  
Jesse Newton, City Negotiator

\_\_\_\_\_  
Trish Dinsmore, CPTA Negotiator

\_\_\_\_\_  
Dan Lumeya, CPTA Negotiator

Attest: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: July 5, 2022

SUBJECT: General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Public Works Employees Association.

ATTACHMENTS: 1. Res. 22-\_\_\_\_, and MOU

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to approve a resolution authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Public Works Employees Association (CPWEA) bargaining unit, for the term of July 1, 2022, through June 30, 2025.

### EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the CPWEA bargaining unit for a successor MOU. Council authorization is required to implement the proposed amendments to the CPWEA MOU.

### BACKGROUND

The 2019-2022 MOU between the City and CPWEA expires June 30, 2022. The City's negotiating team and CPWEA representatives have recently concluded negotiations for a successor MOU. A summary of the changes in the proposed MOU is below.

- Salary increases as follows:
  - FY 2022-23: 5.0% wage increase
  - FY 2023-24: 3.0% wage increase
  - FY 2024-25: 3.0% wage increase.
- In addition to the wage increase above, the following positions will receive equity increases as follows:
  - Utility Worker: 5.43%
  - Water Systems Technician: 7.22%
  - Water Treatment Operator: 7.22%

- Clarifying Standby Pay time and allowing for 30 minutes travel time.
- Shift differential increased from \$8 to \$9 and \$5 to \$6. Differential time starts before 5:00 a.m. instead of 6:00 a.m.
- Boot allowance increase from \$100 to \$150.
- General Electrician certification pay for Facilities Maintenance staff.
- Cell phone stipend increased from \$25 to \$30 per month.
- Elimination of the option to convert sick leave during the annual cash out to comp time.
- Changes to which positions are hired by promotional recruitment, open, or a discussion with the department head prior to the recruitment.
- Changes to professional development allowing employees the ability to use the educational reimbursement to obtain a commercial driver's license.
- Side letter to evaluate some Senior Maintenance Worker classifications.
- Side letter to create a Sanitation Operator position.
- Side letter for COVID Premium Pay up to \$4,000 per employees who worked during the City emergency order.
- Side letter for a 9/80 work schedule in the facilities maintenance section.

The CPWEA membership ratified the terms of the proposed MOU on or about June 30, 2022.

#### **FISCAL IMPACT**

The proposed amendments to the CPWEA MOU will result in approximate increased costs for salary, incentives, and COVID premium pay of approximately \$1,831,900 over the next three (3) years, which will be budgeted during the term of the agreement.

#### **REASON FOR RECOMMENDATION**

The proposed 2022-2025 MOU between the City and CPWEA maintains reasonable wages and working conditions related to the labor market for employees in the CPWEA bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council resolution. The proposed amendments are within the financial parameters authorized by City Council and will preserve the City's ability to attract and retain qualified personnel.

#### **ACTIONS FOLLOWING APPROVAL**

City staff and CPWEA representatives will sign the proposed 2022-2025 MOU and any side letter agreements. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager AH

**RESOLUTION 22-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND THE CLOVIS PUBLIC WORKS EMPLOYEES ASSOCIATION (CPWEA)**

**WHEREAS**, a Memorandum of Understanding exists between the City of Clovis and the Clovis Public Works Employees Association (the Parties); and

**WHEREAS**, the Memorandum of Understanding expires on June 30, 2022; and

**WHEREAS**, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and

**WHEREAS**, the proposed CPWEA Memorandum of Understanding 2022-2025 and side letters are attached as Attachment A.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Public Works Employees Association bargaining unit for the term of July 1, 2022, through June 30, 2025.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**MEMORANDUM OF UNDERSTANDING  
BETWEEN AND FOR THE CITY OF CLOVIS AND  
THE CLOVIS PUBLIC WORKS  
EMPLOYEE'S AFFILIATION**

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

**ATTACHMENT A**

**TABLE OF CONTENTS**

<b>ARTICLES</b>	<b>PAGE</b>
INTRODUCTION.....	1
1. City Rights.....	1
2. Employee Rights.....	1
3. Unit Recognition and Security.....	2
4. Union Access.....	2
5. Unit Description.....	3
6. Non-Discrimination.....	5
7. Stewards.....	5
8. Wage Scale, Retirement Contributions, and Step Increases.....	6
9. Health, Life, Vision and Dental Insurance Compensation.....	11
10. Work Week.....	12
11. Work Schedule.....	13
12. Rest Period.....	14
13. Fair Labor Standards Act.....	14
14. Overtime.....	15
15. Standby Pay.....	16
16. Minimum Callback Pay.....	17
17. Compensatory Time-Off.....	17
18. Supervisory Assignment.....	18
19. Temporary Assignment.....	18
20. Shift Differential.....	18
21. Seniority.....	19
22. Holidays.....	19
23. Holiday Time Bank.....	20
24. Vacation.....	21
25. Sick Leave.....	21
26. Bereavement Leave.....	22
27. Compassionate Leave.....	22
28. Military Leave.....	23
29. Leave of Absence Without Pay.....	23
30. Uniforms and Protective Clothing.....	24
31. On-The-Job-Training.....	25
32. Flexible Staffing.....	25
33. Professional Development.....	26
34. Employee Safety.....	28
35. Jury Duty.....	28
36. Appeals and Grievance Procedures.....	29
37. Labor-Management Committee.....	36
38. Physical Examinations.....	36
39. Maintenance of Operation.....	36
40. Past Practices.....	37
41. Layoff Policy.....	37
42. Transfer / Promotion to Permanently Vacant Positions.....	39
43. Operational Necessity.....	41
44. Sole Agreement.....	41
45. Severability.....	41
46. Term of Memorandum of Understanding.....	41

## INTRODUCTION

The representatives of the City of Clovis, (City), and the representatives of the Clovis Public Works Employee's Affiliation, (Affiliation), having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

The City and the Affiliation recognize the mutual duty and obligation of their respective representatives and members to comply with the provisions of this MOU.

### 1. City Rights

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

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign and classify employees within the City, to determine the mission of its divisions and departments, and its budget, organization, and number of employees.
- C. Discipline employees according to applicable regulations.
- D. Take actions as may be necessary to carry out the mission of the City in emergencies.
- E. Determine the methods, means and personnel by which operations are to be carried on.
- F. Determine its budget, organization, merits, necessity and level of any activity or service provided to the public.

This section will not operate to deny any individual employee rights guaranteed by applicable law, including the Meyers-Milias-Brown Act (Cal. Gov. Code, §§ 3500 *et seq.*).

### 2. Employee Rights

- A. Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.
- B. Only the employee organization recognized as having been authorized by a majority of the employees shall have the right and obligation to meet and confer and reach an agreement with the City regarding the determination of wages, hours, and other terms and conditions represented by the organization. Nothing in this article shall be construed as violative of any requirement or provision of the Meyers-Milias-Brown Act.



- C. The employees shall choose their own Affiliation officers and stewards, with a written list of each and the office held and area represented furnished to the City immediately after their designation. The Affiliation shall notify the City promptly, in writing, of any changes of such Affiliation officers or stewards.

### 3. Unit Recognition and Security

- A. Acknowledgment. The City agrees to acknowledge, pursuant to California Government Code section 3500 *et seq.*, the Affiliation, as the recognized employee organization representing the non-management full-time permanent and probationary employees itemized in Article 4, until said Affiliation fails to obtain a majority of the vote of the employees itemized in Article 4 during a decertification election.
- B. The Affiliation recognizes its obligation to cooperate with the City to assure service of the highest quality and efficiency to the citizens of Clovis together with its obligations to the employees it represents. The City and the Affiliation affirm the principal that harmonious labor management relations are to be promoted and furthered.
- C. It is understood by the Affiliation and the City that the terms of this MOU take precedence over the sections of the City of Personnel Rules and Regulations and the City's Employer-Employee Organization Relations Rules and that by obtaining recognition as an official bargaining unit from the Clovis City Council, the employees of the bargaining unit are excluded from coverage by the provisions superseded by the MOU.
- D. Payroll Deductions/Dues. Shall be in accordance with applicable law.

The Affiliation promises to hold harmless and indemnify the City for any liability the City should incur for any mistakes, negligence, or intentional wrong sustained as a result of this service.

### 4. Union Access

The City and the Affiliation agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

- A. Access to employee new hire orientations
- At least ten days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one notification will be sent out. The Affiliation will be responsible for attending the orientation. Personnel will not follow up after the first notification.
  - The amount of Affiliation Representatives present during the orientation is limited to two representatives.

- Time allotted for union access during the orientation will be 20 minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1<sup>st</sup> and 16<sup>th</sup> of the month. If the 1<sup>st</sup> or 16<sup>th</sup> is on a weekend or a holiday the orientation will be on the first working day after the 1<sup>st</sup> or 16<sup>th</sup>.
- The City will reserve the right to hold the orientations on different days in case of an unusual situation.
- If mutually agreed upon the ten (10) day notification can be reduced to allow the new hire an earlier start date.
- Orientation time may vary depending on staffing levels and number of employees attending the orientation.

B. Access to new hire employee personal information:  
 Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.

C. Access to current employee personal information:  
 Both the City and the Affiliation agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15<sup>th</sup> of January.

The Affiliation President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Affiliation President. The Affiliation President will be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

D. Opt-Out Provision  
 If the employee opts out and does not want their personal information distributed, the City will send the Affiliation the employee's name, work phone, job title, and work location.

## 5. Unit Description

A. The unit shall consist of all full-time non-management, non-clerical permanent and probationary employees of the City's Public Utilities Department and Building Maintenance section of the General Services Department which are specifically enumerated below and shall include any and all new positions added during the term of this Agreement that the City and Affiliation agree should be included in the unit description.

- |  |                                     |
|--|-------------------------------------|
| 1. Assistant Building Maintenance Tech | 15. Maintenance Leadworker          |
| 2. Assistant Water Systems Technician  | 16. Maintenance Worker              |
| 3. Building Maintenance Leadworker     | 17. Meter Reader                    |
| 4. Building Maintenance Technician     | 18. Parks Maintenance Leadworker    |
| 5. Building Maintenance Worker         | 19. Parts Clerk                     |
| 6. Disposal Leadworker                 | 20. Sanitation Operator             |
| 7. Electrician                         | 21. Senior Maintenance Worker       |
| 8. Equipment Mechanic                  | 22. Senior Parks Maintenance Worker |
| 9. Equipment Mechanic Assistant        | 23. Senior Sanitation Operator      |
| 10. Equipment Operator                 | 24. Street Sweeper Operator         |
| 11. Equipment Service Worker           | 25. Utility Worker                  |
| 12. Fleet Maintenance Service Writer   | 26. Water Systems Technician        |
| 13. Fleet Maintenance Leadworker       | 27. Water Treatment Plant Operator  |
| 14. Landfill Leadworker                |                                     |

B. Classification Review

1. An employee may request classification review of the employee's position by submitting such a request, in writing, to the Public Utilities/General Services Director.
2. The Public Utilities/General Services Director shall cause the conduct of an audit of the position and submit a report of findings and recommendations to the Personnel/Risk Manager with a copy sent to the employee, all to be completed within sixty (60) days of the date the written request for classification review was first received by the Department Head.
3. The Personnel/Risk Manager shall review the report of the Public Utilities/General Services Director. The affected employee may submit written comments in support or rebuttal of the Public Utilities/General Services Director's recommendation. Such written comments shall be submitted to the Personnel/Risk Manager within ten (10) business days of the date of the Public Utilities/General Services Director's report.
4. If the Personnel/Risk Manager affirms the request for reclassification, a recommendation will be made to the City Manager that either a) specific, revised job duties and compensation be adopted, or b) that a classification review be conducted by an outside consultant. The decision of the Personnel/Risk Manager shall be completed within 120 days of the date the written request for classification review was first received by the Public Utilities or General Services Director as applicable. The final report resulting from either a) or b) above shall be presented to the City Council during the course of budget hearings if necessary.

- 5. If the Personnel/Risk Manager denies the request for reclassification, such report shall be submitted to the City Manager for review and determination. The City Manager's decision shall be final.

**6. Non-Discrimination**

The City and the Affiliation agree not to discriminate against any employee in accordance with applicable laws.

**7. Stewards**

- A. The City recognizes that the Affiliation may appoint one (1) Chief Steward and no more than one (1) designated Division/Section Steward for each major Division/Section of the Public Utilities and General Services Departments to handle grievances pertaining to this MOU.
- B. The Division/Section Steward's duties shall be to investigate and discuss a grievance with an employee of the Division/Section in an effort to resolve the grievance at the lowest possible level. If, after a discussion, there is a valid reason for the grievance to be filed, the Division/Section Steward may assist the employee in presenting the grievance at the appropriate step of the procedure.
- C. The Chief Steward's duties shall be to assist the Division/Section Steward if the Division/Section Steward is the employee who has filed the grievance. The Chief Steward may also assist in other grievances if the grievance has not been satisfactorily handled and/or solved at the Division/Section level.
- D. Stewards shall conduct their duties, whenever possible, in such a manner that will not interfere with any employee's job performance. The City recognizes that on occasion it may be necessary for these duties to be performed during working hours for such things as grievance or conflict resolution provided the Public Utilities or General Services Director, as applicable, or designee authorized such duties to be conducted during work hours.
- E. Stewards or officers of the Affiliation or their designee, may be allowed to participate in joint City/employee meetings during work hours concerning matters of interest to the City and its employees such as meet and confer, safety issues, group health insurance, uniforms and other matters as may be appropriate from time to time, all with the approval of the Public Utilities/General Services Director or designee.

## 8. Wage Scale, Retirement Contributions and Step Increases

A. Wage Scale - The City shall maintain the wage scale for all positions represented in this bargaining unit as shown in Exhibit A, attached. The City shall implement the following wage increases during the term of this agreement. The wage increases are listed below:

### 1. Fiscal Year 2022-2023

- All positions shall receive a 5.0% wage increase. The wage increases shall become effective on the first day of the first payroll period following CPWEA ratification and City Council approval of this MOU.
- Utility Worker shall receive a 5.43% equity adjustment for a total adjustment of 10.43%. The wage increase shall become effective on the first day of the first payroll period following CPWEA ratification and City Council approval of this MOU.
- Water Systems Technician shall receive a 7.22% equity adjustment for a total adjustment of 12.22%. The wage increase shall become effective on the first day of the first payroll period following CPWEA ratification and City Council approval of this MOU.
- Water Treatment Plant Operator shall receive a 7.22% equity adjustment for a total adjustment of 12.22%. The wage increase shall become effective on the first day of the first payroll period following CPWEA ratification and City Council approval of this MOU.

### 2. Fiscal Year 2023-2024

- Effective July 1, 2023, all positions shall receive a 3.0% wage increase.

### 3. Fiscal Year 2024-2025

- Effective July 1, 2024, all positions shall receive a 3.0% wage increase.

## B. Retirement

### Retirement Contributions

1. The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer and employee contributions, and as specified in below.
2. Employee Paid PERS Member Contributions:

PERS Classic Employees (per 2013 PEPRA\* regulations)

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

PERS New Members (per PEPRA\* regulations)

Employee Paid Member Contribution	6.75%**
Employee Cost Share of City PERS Cost	<u>8.4%</u>
TOTAL:	15.15%

\*All references to PEPRA regulations shall mean the Public Employees' Pension Reform Act as enacted in 2013.

\*\*Pursuant to PEPRA regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify CPWEA prior to implementation of any rate changes to New Employee EPMC.

3. The Employee Cost-Sharing amounts specified above shall apply to employees classified as "PERS Classic Employees" and to employees classified as "PERS New Members", as defined by 2013 PEPRA regulations.
  4. For all employees classified as "PERS Classic Employees" (per 2013 PEPRA regulations) the City will continue to provide the benefit known as "PERS single Highest Year Benefit" throughout the term of this agreement.  
  
For all employees classified as "PERS New Members" (per 2013 PEPRA regulations), the City will continue to provide the benefit known as "PERS 3 Year Final Compensation".
  5. The City shall, during the term of this agreement, continue to provide the PERS benefit known as "PERS Credit for Unused Sick Leave (Govt. Code Sec. 20965).
  6. All employees shall pay 0.4% for the cost of Credit for Unused Sick Leave through Cost-Sharing.
  7. The City adopted a resolution effective January 1, 1991 which permits employee retirement contributions to be made on a pre-tax basis.
- C. The City and Affiliation acknowledge that all provisions of this Agreement, including Article 8 Section B. Retirement Contributions, together with those other matters within the scope of representation, are subject to re-

negotiation upon the expiration of this agreement to the extent provided by law.

- D. Step Increases - The City shall maintain its current five (5) step salary plan during the term of this agreement.
  
- E. State Disability Insurance - Employees covered by this bargaining unit have elected coverage by State Disability Insurance (SDI). Employees covered by this agreement agree to pay SDI premiums through payroll deductions for the duration of this Agreement in accordance with the State Unemployment Insurance Code rules and regulations. It is further understood by Affiliation that the City allows SDI as a non-vested benefit to be available to unit employees, provided that the City does not incur a contribution obligation.
  
- F. Deferred Compensation - Unit members who have completed their initial probationary period may elect to participate in a deferred compensation program that includes a City matching contribution. However, unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. Unit members remain eligible for the contributory deferred compensation program. The deferred compensation program is subject to IRS Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows:

<u>City's Matching</u> <u>CONTRIBUTION</u> 2:1	Maximum City <u>PAYMENT</u> 3%
--	--------------------------------------

If the maximum dollars available for the contributory deferred compensation program available to this unit are not utilized in any fiscal year, any remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

- G. Certification Pay – Employees eligible for certification pay as noted below, are responsible for submitting a copy of the certification obtained, together with a request for certification pay, to their section manager. All certification pay requests shall become effective upon the first pay period after receipt by their section manager. In order to qualify for certification pay an employee must maintain the certification while in a given classification and work section as noted below. Certification pay will be provided to qualifying employees in the amount of \$50.00 per month for each certification with a cumulative maximum of \$100 per month.

Job Classification	Work Section	Certification
Utility Worker	Water	Water Distribution Operator 2
Maintenance Worker	Water	Water Distribution Operator 2
Sr. Maintenance Worker	Water	Water Distribution Operator 2
Maintenance Leadworker	Water	Water Distribution Operator 3
Assistant Water System Tech	Water Production	Water Treatment Operator 3
Water Trmt. Plant Operator	Water Production	Water Distribution Operator 3
Water Trmt. Plant Operator	Water Production	Water Treatment Operator 4
Maintenance Worker	Parks	Pesticide Applicator
Parks Sr. Maint. Worker	Parks	Pesticide Applicator
Utility Worker	Parks	Arborist
Maintenance Worker	Parks	Arborist
Sr. Parks Maint. Worker	Parks	Arborist
Parks Maint. Leadworker	Parks	Arborist
Sr. Parks Maint. Worker	Parks	Playground Inspector Certificate
Parks Maint. Leadworker	Parks	Playground Inspector Certificate
Utility Worker	Street Maint/Water Serv.	Unrestricted Class A CDL
Maintenance Worker	All	Unrestricted Class A CDL
Sr. Maintenance Worker	All	Unrestricted Class A CDL
Sr. Parks Maint. Worker	Parks	Unrestricted Class A CDL
Landfill Leadworker	Landfill	Manager of Landfill Operations (Solid Waste Assn. N. America)
Equipment Operator (at landfill only)	Landfill	Manager of Landfill Operations (Solid Waste Assn. N. America)
Equipment Serv. Worker	Fleet	CNG Certification
Equipment Mechanic Assist.	Fleet	Master ASE – Light Duty
Equipment Mechanic Assist.	Fleet	Master ASE – Heavy Duty
Assistant Building Technician	Facilities Maint.	General Electrician or EPA Section 608 Technician Universal Certification Types (I, II and III). Must be in possession of all three I, II and III.
Building Maintenance Leadworker	Facilities Maint.	General Building Contractor's License "B" or General Electrician
Building Maintenance Worker	Facilities Maint.	General Electrician
Electrician	All	General Electrician or Contractors State License C10

- H. Safety Incentive Program – The city shall pay a safety incentive bonus to each eligible employee on the second paycheck for the month of December of each year. "Eligible employee" is defined as an employee who has not



had a job-related injury, lost time from work due to a job-related injury or had an at-fault accident, or failed to maintain required driver's licenses for at least two (2) years. However, a job related injury caused by another person, whereby the employee does not lose time from work, will not impact the safety incentive.

Eligible employees shall receive the following annual safety incentive bonus based upon the number of injury/accident free years:

<u>Time Period</u>	<u>Annual Bonus</u>
2 – 4 Years	\$100.00
5 – 9 Years	\$200.00
10 – 14 Years	\$300.00
15 or More Years	\$400.00

If an employee has a job-related injury, loses time from work due to a job-related injury, has a disciplinary action for a significant safety violation resulting in a written warning or more severe disciplinary action or has an at-fault accident or failed to maintain required driver's license then the employee shall not be eligible for and receive the safety incentive bonus and the time period for the bonus shall start over. An employee shall not receive a safety incentive bonus until the employee once again meets the eligibility requirements listed above.

Due to the recordkeeping necessitated by this incentive, the "start date" for accrual of injury and accident-free time shall be December 1, 2007. No credit will be given for time before that date. Effective beginning in 2016, the time periods for accounting purposes will be November 1 through October 31.

In order to receive the safety incentive bonus, each employee must submit an application to their manager, no later than November 1 of each year, certifying that they have not had a job-related injury, lost time from work due to a job-related injury or had an at-fault accident for the time period for which they are applying for a bonus. The manager shall be responsible for reviewing and approving the employees' Safety Incentive application.

Nothing in this Safety Incentive Program is intended to discourage an employee from reporting any job-related injuries or accidents.

- I. Cell Phone Stipend- Employees who are required by management to use a City issued cell phone, outside of shared and pooled phones, will have the option to receive a \$30.00 monthly stipend in lieu of using the City issued cell phone. To participate in this program the employee must provide their cell phone number to the Department. This method of notification replaces the method of the City providing a cell phone. Employee cell phones must be able to function locally and have text messaging service and the ability

to send or receive pictures in addition to phone service. The stipend is provided in recognition of the City using this method to notify employees of overtime, emergency recall and to contact the employee during the course of work

## 9. Health, Life, Vision, and Dental Insurance Compensation

- A. The City and the Affiliation agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverage's) inclusively.
- B. The HBC shall be convened by the City at least once each quarter to renew the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this Agreement.
- C. If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representatives will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process-between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.
- D. The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.
- E. The employee contribution rate will remain at 10% of the total cost of the lowest cost plan as determined by the City for the various employee' employee/family, and other tier groups as proposed. Increases or decreases in the year to year premium will be shared in the same 10% employee, 90% employer ratio for the term of this MOU unless otherwise changed through the meet and confer process with the HBC.

- F. The City and the Affiliation agree to actively explore possibilities to develop and implement an affordable health insurance plan to be made available to retirees and their qualified dependents.
- G. The City shall make available to the individuals of this bargaining unit an option of increased term life insurance with any premium increase at the employee's expense.
- H. Employees who waive City medical, prescription, dental and vision coverages will receive a waiver incentive of \$420.00 per month.
- I. Employees who waive medical and prescription drug coverages will receive a waiver incentive based on the following employee coverage tiers:
  - Employee Only \$362.00
  - Employee + Child(ren) \$322.00
  - Employee + Spouse \$309.00
  - Employee + Spouse + Child(ren) \$265.00

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

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

**10. Work Week**

- A. The regular workweek for the above described bargaining unit shall begin at 12 midnight between Saturday and Sunday and end at 12 midnight between the following Saturday and Sunday. However, the work week may be modified in certain work sections to accommodate an alternate work

schedule. The City will discuss the impact of any alternate work schedule with the affected employees in advance of its implementation with the understanding that the City is responsible for determining the work week. Consistent with the Fair Labor Standards Act (FLSA) the work week is a fixed and regularly recurring period of 168 hours (seven consecutive 24 hour periods). The work week can be changed provided the changes are indefinite in duration and are not designed to evade the overtime requirements of FLSA. The unit's work week shall normally consist of forty (40) hours.

- B. Further, no employee of this unit shall be regularly scheduled to work a shift in which the regular starting times deviate more than four (4) hours during the same workweek, except when previously mutually agreed to in writing between the affected present or future employee and the City, or in emergency situations.
- C. It is the intent of the Department that each employee not working a rotational schedule, shall regularly be scheduled for two (2) consecutive days off.

## 11. Work Schedule

The work schedule shall consist of an eight (8) hour day, with starting and ending times to be determined by the Department Head or other Management employee. The work schedule of individual sections may differ. The work schedules will be set at the discretion of the Department Head or other Management employee to provide for adequate coverage of work area, to facilitate work function or to provide for employee safety.

At the Surface Water Treatment Plant (the plant), the work schedule may consist of eight (8), nine (9), ten (10), or twelve (12) hour work days with starting and ending times determined by the Department Head. The work schedule will be prepared so that employees will not be required to work more than five days in a row except due to an emergency.

The plant work schedule will be posted for a minimum of three (3) weeks in advance. However, unforeseen circumstances beyond the control of the City may result in the need to change the schedule after it has been posted. When such a change is required, the City will discuss the impact of the schedule change with the affected staff before implementing a change to meet operational needs. Except in the case of emergency, employees at the plant are to submit leave requests at least four (4) weeks in advance to allow for timely scheduling. However, non-emergency leave requests that are submitted less than four (4) weeks in advance may be granted if operational needs allow.

It is the intent of the Department to establish regular work schedules as described in the following paragraphs.

- A. Winter Work Schedule: The winter work schedule shall start on the third Monday in September for all sections, except the Solid Waste. Fleet Maintenance and Surface Water Treatment Plant sections, will be 7:00 a.m. to 3:30 p.m. with a one-half hour lunch period from 12:00 noon to 12:30 p.m.
- B. Summer Work Schedule: The summer work schedule shall start on the first Monday in May for all sections, except the Solid Waste. Fleet Maintenance Sections and Surface Water Treatment Plant will be 6:00 a.m. to 2:30 p.m. with a one-half (1/2) hour lunch from 12:00 noon to 12:30 p.m. Alternative work schedules for any section will be considered upon the request of the majority of the employees in the section. Work schedules will normally be restricted by the City to the hours between 6:00 am to 6:00 pm. The lunch period will normally be restricted to the period between 11:00 am to 1:00 pm.
- C. Reopener: During the term of this agreement the City may determine a need to modify work schedules of a given work section or sections covered by this agreement, based on the need to provide adequate coverage of work area(s), to facilitate work function effectiveness or to provide for employee safety. If the City decides it is necessary to modify work schedules, the City will provide the Association with notice and the opportunity to meet and confer regarding the impact of the change at least fifteen days (15) days prior to implementation.

## 12. Rest Period

Each employee covered in the MOU will be afforded two (2) fifteen-minute rest periods without loss of pay. The first rest period will normally be allowed once before the meal break. The second rest period will normally be allowed after the meal break for non-disposal employees, and before the meal break for all disposal employees except where mutually agreed by their employee and the supervisor. The timing of these rest periods shall be reasonably scheduled by the City in accordance with the requirements of the Department. The Affiliation recognizes that the location of these rest periods shall be established by the City in accordance with the requirements of the Department, and that it shall be the obligation of employees to adhere to the instructions of their Supervisors in this regard.

## 13. Fair Labor Standards Act

Notwithstanding anything else to the contrary, this agreement shall be interpreted and applied in all respects necessary to conform to the legally applicable provisions of the Federal Fair Labor Standards Act, and regulations promulgated thereunder, with respect to work week, hours of work, regular rate of pay, minimum wage and overtime.

## 14. Overtime

- A. The City agrees that it will compensate the employees of the above described unit for overtime through monetary compensation or accrued CTO at one and one-half (1 ½) times the regular rate of pay. An employee shall be compensated at said overtime rate whenever an employee is required to work in excess of the above described forty (40) hour work week, after eight (8) hours per day on a five (5) day basis or for work on a holiday. Employees in the Surface Water Treatment Plant (the plant), scheduled to work four (4) days in a workweek will be eligible for overtime after a forty (40) hour work week.
- B. Employees (except those who receive a Holiday Time Bank) who are assigned to perform duties on an eight (8) hour holiday and who work at least four (4) hours, shall be paid for eight (8) hours at the overtime rate in pay, or accrue CTO at the employee's option per Section 17, provided the assigned work of the employee is satisfactorily completed. It is understood that the City may require the affected employees to work the entire eight (8) hour holiday.
- C. The City shall have the right to require employees to work whenever necessary. The City shall attempt to assign scheduled overtime work to employees in work units that would normally be assigned the task if the task had occurred during the regular eight (8) hour work day. The City reserves the exclusive right to make the final determination of the appropriate work unit(s) to assign the overtime duties.
- D. Work units for the purposes of Article 14 shall be defined as the following functional work groups: Parks, Water Valves, Water Service, Water Meters, Water Production, Street Striping, Street Maintenance, Fleet, Waste Water, Disposal and Building Maintenance.
- E. Scheduled Overtime is defined as all overtime that is anticipated to occur more than three (3) work days in advance of the overtime event based on when Department Management staff receives notification of the need to perform the work.
- F. Scheduled Overtime as defined above will be made available to qualified personnel within the work unit(s), as defined above in paragraph D, based on City seniority. City seniority for the purpose of this Article is defined as continuous probationary and regular employment with the City. Each Section Supervisor will be responsible for maintaining a current overtime seniority list for their respective work units. Employees will be called from this list to work scheduled overtime assignments in City seniority order. After the most senior employee of the work unit employee accepts the overtime assignment, declines the overtime assignment or does not respond to the call within one (1) hour the City will contact the next most senior person until the overtime assignment is staffed. The City reserves the exclusive right to

determine whether or not an employee possesses the qualifications necessary to perform the scheduled overtime task. Employees who take unscheduled leave during their regularly assigned work shift prior to scheduled overtime will be dropped from the scheduled overtime event.

- G. As determined by the City, in the event it is not possible to staff the scheduled overtime assignment consistent with F. above, qualified personnel will be required to work in inverse City seniority order in the work unit.
- H. Parade overtime assignments shall be made from a Parade Overtime list that is separate and apart from overtime list that is established or used by the work units noted above. For each parade, employees will be called from the Parade Overtime list based on seniority as determined by length of continuous initial probationary and regular employment with the City with an employee moving to the bottom of the list once called to work and either actually works or declines the work or does not respond to the call within one (1) hour.
- I. During the first two (2) weeks of January each year, during the term of this agreement, the Public Utilities Department will call for employees, represented by this agreement, to volunteer to be placed on the Parade Overtime list. The Parade Overtime list will be established no later than the end of the month with volunteers placed on the Parade Overtime list in City seniority order as defined in Section F above.
- J. Employees hired or transferred into a position, represented by this agreement, during the calendar year after the Parade Overtime list has been established may be added to the bottom of the rotational list at the time they volunteer, provided they submit a written request to the Public Utilities Director within 60 days of the effective date of hire or transfer.
- K. The Department will continue to make emergency call back assignments consistent with Department policy.
- L. Except in emergencies, overtime must be approved in advance by the Department Head or one of the other Management employees.
- M. All overtime shall be reported and documented to the employee's manager or supervisor no later than the employee's next workday.

## 15. Standby Pay

The City agrees to pay eight (8) hours straight time to employees required to standby for emergency or critical needs throughout a previously scheduled two (2) consecutive days off break in work. Standby is defined as time when an employee must be within reach by phone and within such distance that they can report within thirty (30) minutes. A break-in-work shall be measured and defined as being from

midnight of the day of the individual's last regularly scheduled work period to the moment of commencement of the individual's next regularly scheduled work period. Standby pay is not applicable to employees on the Home Garage Program.

Standby employees who are called into work will receive additional pay at the overtime rate when their total working hours exceed the 8 hours straight pay noted above. Standby working hours are calculated as follows:

- Working hours start when the employee receives the phone call to return to work, and includes up to 30 minutes drive time between receiving the call and arriving at the work site. Any drive time in excess of 30 minutes will not be counted toward the 8 hour per standby period calculation.
- Working hours ends 30 minutes after the employee leaves the work site to return home.
- Employees already on site when another call comes in will not be allocated additional drive time to the working hours calculation.

#### **16. Minimum Callback Pay**

An employee called back to work outside of the employee's regularly scheduled shift and more than one half hour thirty (30 minutes) before the start of the next scheduled shift shall be paid a minimum of three (3) hours at the overtime rate if the employee was not on standby at the time called back for a maximum per day of two callbacks at the minimum three (3) hour rate. Additional callbacks on the same day will be paid at actual time at the overtime rate. If a designated, primary, call-back responder chooses to take a City vehicle home under the Home Garage Program, and does not receive any call backs during the entire seven (7) consecutive day call back period, the City shall pay \$50.00 to the designated primary call back responder for each full week of the call back period.

#### **17. Compensatory Time Off**

The City may pay compensatory time off (CTO) in lieu of cash for overtime, standby, or callback time worked. Employees shall have the choice of the manner of compensation so long as the employee's accumulated CTO bank does not exceed 40 hours or the work is not funded by a section other than the employee's section. An employee may earn up to 80 hours CTO in a calendar year, as long as the employee continuously draws down the CTO bank to 40 hours or less. If at any time the employees' CTO bank exceeds 40 hours or the work is funded by a section other than the employee's section, the employee will be compensated in cash to the extent that funds are available. In the absence of such funds, the City retains the right to compensate the employee with CTO up to 120 hours per calendar year. However, on January 2nd of each calendar year, the City will pay the employee in cash for these hours in the CTO bank exceeding 40.



CTO may be used for time-off when the employee provides at least 10 working days notice to the Department Head or designee. The Department Head or designee has the discretion to waive the 10-day notice. The employee agrees to consult with the Department Head or designee to make sure that staffing needs will be met. In cases of conflict in scheduling use of CTO, classification seniority shall be used as a tiebreaker.

**18. Supervisory Assignment**

Any bargaining unit employee who as a regular part of his duties, is assigned by the Department Head or his designee to directly supervise the work of another employee, and whose base salary range is not at least five percent (5%) higher than the subordinate employee's base salary range, exclusive of premiums (overtime, out-of-class, shift differentials, certification pay, etc.), shall receive an adjustment in salary which will result in a five percent (5%) differential over the subordinate employee's base salary range. All out-of-class work assignments, including the length of the assignment, shall be in accordance with CalPERS rules and regulations.

**19. Temporary Assignments**

- A. The list of employees qualified to perform welding assignments shall be updated in September of each year. Employees who qualify for the list for welding assignments shall receive assignment pay of \$1.00 per hour over their base rate for such assignments. Employees who are not yet on the list shall have the opportunity to qualify each September. Once qualified for the list employees shall remain on the list so long as their performance of such duties is satisfactory. If performance is less than satisfactory employees shall be required to qualify for the list again.
  
- B. Employees assigned by supervisors to work in a higher classification will receive a 5% differential or the A step of the temporary assignment class whichever is greater for each work day provided that the employee works in the higher classification over 4 hours in each work day. The employee will then receive the differential for each hour worked in the higher classification. All out-of-class work assignments, including the length of the assignment, shall be in accordance with CalPERS rules and regulations.

**20. Shift Differential**

The differential shall be Nine Dollars (\$9.00) per shift if at least half the regular shift falls between 6:00 p.m. and 6:00 a.m. Other regular shifts commencing prior to 5:00 a.m. or being completed after 6:00 p.m. shall be compensated at Six Dollars (\$6.00) per shift.

## 21. Seniority

- A. **Shift Vacancy**  
In the event of a vacancy in a work unit subject to shift differential, and when the Department determines that the vacancy will be filled by transfer of an employee within the unit from one shift to another, the appointment will be made on the basis of classification seniority within the unit, except in situations where the City determines that skill level needs dictate otherwise
- B. **Work Schedules**  
Work schedule assignment will be based on classification seniority within that unit except when the City determines that skill level demands dictate otherwise.

## 22. Holidays

- A. The holidays listed below will be recognized as eight (8) hour holidays during the term of this Agreement:
1. New Year's Day (January 1)
  2. Martin Luther King Jr. Day (3rd Monday in January)
  3. All Presidents Day (3rd Monday in February)
  4. Memorial Day (last Monday in May)
  5. Independence Day (July 4)
  6. Labor Day (first Monday in September)
  7. Veteran's Day (November 11)
  8. Thanksgiving Day (as declared in November)
  9. Friday after Thanksgiving Day
  10. Christmas Day (December 25)
  11. Employee's Birthday or a substitute day to be selected by mutual agreement of the employee and the employer.
  12. The latter four hours of the last workday before Christmas Day or New Year's Day. In order to maintain operations, department heads shall have discretion over scheduling which day employees select, i.e., Christmas Day or New Year's Day.
- B. If during the term of this agreement the City Council determines to add any additional Citywide paid holidays, the same shall be offered to this Affiliation on the same terms and conditions.
- C. Whenever any such above described recognized holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever any such above-described recognized holiday falls on a Sunday, the following Monday shall be considered a holiday.
- D. Whenever an employee is required to work on a recognized holiday, he shall be paid for the holiday and an additional payment at time and one-half

of the straight time rates (i.e. 2-1/2 times the usual straight time rate), except for employees who receive a Holiday Time Bank.

- E. Employees may request and may receive Good Friday off provided they have either adequate CTO or accrued vacation time or are granted leave without pay.
- F. An employee shall be paid for each of the above holidays only when the employee is on a paid status the workday immediately prior to and the workday immediately after the holiday.

### **23. Holiday Time Bank**

- A. Employees assigned to the Surface Water Treatment Plant whose regularly assigned shift exceeds eight (8) hours per day shall be provided with a Holiday Time Bank in lieu of Section 22 above.
- B. Employees shall receive 92 hours of paid compensation in lieu of holidays annually for twelve months of service. Holiday Time shall be credited in advance to all personnel on each subsequent July 1 during the term of this contract, and shall not be credited on a monthly basis.
- C. No later than June 30 each year, employee shall sign a statement of intent indicating the number of holiday time that they intend to use during the year, and the number of hours that they intend to cash out. The prorated value of holiday hours to be cashed will be reported to PERS each pay period as required by CalPERS and will be cashed out on June 30 at the end of the fiscal year.
- D. If an employee terminates employment with the City prior to June 30, any pro-rata holiday time cashed-out or used in excess of 7.666 hours per month will be deducted from the employee's final paycheck. If an employee terminates employment prior to June 30, all unused holiday time earned that does not exceed 7.666 hours per month on a pro-rata basis will be cashed-out to the employee.
- E. If during the term of this agreement the City Council determines to add any additional City-wide paid holidays, the same shall be offered to this Association on the same terms and conditions.

**24. Vacation**

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

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

- B. The time at which the employee shall be granted a vacation is at the discretion of the Public Utilities/General Services Director or other Management employee. Employee seniority (defined as length of employment with the City as a probationary and/or regular employee) shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.
- C. Vacation leave may be used for time-off upon reasonable advance request and approval from the employee's supervisor. Such requests shall be honored unless there are operational or scheduling conflicts.
- D. All years of service, for the purpose of this article, shall mean all years of service to the City as a probationary or permanent employee provided that any break in service which resulted in a later reinstatement or rehiring to City employment did not exceed two (2) years duration.

**25. Sick Leave**

- A. Employees will receive one (1) full day's sick leave or accident allowance for each full month of employment (based on date of hire) up to a total of twelve (12) days' allowance per calendar year.
- B. Such allowance is cumulative from year to year.
- C. Sickness or accident benefit payments' including Worker's Compensation and State Disability Insurance payments, for any work week shall not exceed an employee's normal straight time weekly earnings.
- D. Sick Leave benefits are payable only for employee's regularly scheduled workdays on which the employee is unable to work as a result of the employee's illness or accident. Employees may use earned sick leave upon accrual for required medical, chiropractic, dental, vision and therapy appointments with the approval of the Department Head.
- E. The employee may be required to furnish a doctor's certificate or other proof of illness when absent three (3) consecutive days or if the Department Head

or other Management employee believes a pattern of sick leave abuse is developing.

- F. After an employee accumulates at least twenty-five (25) days of sick leave allowance the employee shall be paid once each year, on the first check following November 16, based on the following formula:

Sick Leave Days Used During Preceding Twelve (12) Month Period	Number of Cash-Out Days Allowed	Percent of Payment
5	7	25%
4	8	30%
3	9	35%
2	10	40%
1	11	45%
0	12	50%

The remainder of the annual sick leave allowance shall continue to accumulate.

- G. Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out of up to 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out.

**26. Bereavement Leave**

An employee shall be entitled to five (5) excused workdays with pay in any calendar year to attend the funeral of any member of the employee's immediate family. For the purpose of this Article, the term "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, grandparents, grandchildren, mother/father-in-laws, brother/sister in-laws, son/daughter in-laws, and legal dependents of the employee. Also, at the sole discretion of the City, this definition may be amended, on an individual basis to include any other relative.

**27. Compassionate Leave**

An employee shall be entitled to twenty-four (24) hours excused hours with pay in any one (1) calendar year for the purpose of providing personal care, attendance and compassion to a member of the employee's immediate family who is suffering from a serious illness. In any case, the necessity for the employee's presence

may, in the discretion of the City Manager and/or the City Manager's designee, be required to be verified by a doctor's certificate.

For the purpose of this Article, the term "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, grandparents, grandchildren, mother/father-in-laws, brother/sister in-laws, son/daughter in-laws, and legal dependents of the employee. Also, at the sole discretion of the City, this definition may be amended, on an individual basis to include any other relative.

## **28. Military Leave**

- A. Military leave shall be granted in accordance with the provisions of federal and state law. All employees entitled to military leave shall give the City Manager and/or his authorized agent an opportunity, within the limits of military regulations, to determine when such leave shall be taken.
- B. Employees shall be paid their regular salary for the first 30 days of active duty within a fiscal year. Starting on the 31<sup>st</sup> day of active duty, employees will receive the difference between their military base pay and their City of Clovis pay. Military orders and wage statements will be required. See the Leave Guide for more details.

## **29. Leave of Absence without Pay**

- A. The City Manager may grant a permanent or probationary employee a leave of absence without pay or seniority for a period not to exceed three (3) consecutive months. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of the regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable time after notice to return to duty shall be cause for discharge in the discretion of the City Manager.
- B. The Public Utilities/General Services Director may grant a permanent or probationary employee a leave of absence without pay for a period not to exceed one (1) calendar week. Such leave shall be reported to the City's Personnel/Risk Manager.
- C. The City and Affiliation agree that a permanent or probationary employee who has previously been granted by the City Manager, a leave of absence without pay or seniority for a period of time not to exceed three (3) months, may re-apply to the City Manager for another consecutive leave of absence as provided and described above.

- D. Upon appropriate notice, the City shall attempt to accommodate a request for leave without pay by the Affiliation President, or by another affiliation Representative, for the purpose of attending meetings conferences, workshops, or similar functions, relating to their Affiliation duties.

### **30. Uniforms and Protective Clothing**

- A. Within thirty (30) days after date of appointment, new employees shall be provided with five (5) new uniforms.
- B. Whenever an employee provides reasonable evidence of the need for a replacement uniform due to wear, the City shall provide said employee with up to five (5) replacement uniforms annually.
- C. Uniforms will be issued no later than 90 days after the approval date of this agreement for the first year and no later than October 31 every year thereafter provided that uniforms meeting specifications are available. If uniforms are unavailable for issue on this date, the City will either provide alternate clothing or will temporarily suspend the requirement to wear the City uniform.
- D. Pants shall be a denim material with the City paying for the least expensive of Wrangler or Levis jeans.
- E. Employees shall be required to wear a full uniform during all working hours and present a neat and clean appearance.
- F. Protective Clothing or Devices. If any employee is required to wear protective clothing or devices as a condition of employment or to satisfy CAL OSHA requirements, they shall be provided by the City. Both parties will agree on a reasonable life expectancy for such articles, and agree that if they are lost or damaged through "negligence" on the part of the employee, during their life expectancy, they shall be replaced by the employee.
- G. Rain Gear shall be provided by the City to employees as needed. Rain gear that is worn out or damaged on the job will be replaced by the City. The employee to whom rain gear has been issued shall be responsible for replacement of any rain gear that is lost or damaged through negligence on the part of the employee.
- H. Prior to selecting uniforms, the City will survey all employees and provide the response information to the Affiliation to review and comment. The response will be due within two (2) weeks of the time the information is provided to the Affiliation.

- I. In January and July of each year, the City will provide a boot allowance of \$150.00 to all employees except those in the following sections: Fleet, Solid Waste and Building Maintenance. New employees will receive a prorated allowance based upon their start date.
- J. Employees receiving the boot allowance will be required to wear the appropriate boot as determined by the section supervisor or manager during the workday.

### **31. On-The-Job-Training**

- A. Periodic training regarding the roles, responsibilities and procedures of unit employees in connection with Juvenile and Adult Offender programs shall be provided.
- B. Using a voluntary rotational system, based on seniority in permanent appointment with the City qualified permanent employees in the Department will be offered access to City training programs regarding promotions, and may be offered training in positions that are temporarily vacant due to long-term or short-term absence of a regular employee in the same or a higher classification where operational necessity and staffing levels make it practical to do so.

### **32. Flexible Staffing**

- A. Flexible staffing is to be utilized in a job series in which both entry level and experienced level classes are assigned the same kinds of duties with the difference being the scope of duties performed, the level of skills required, and the amount of supervision received.
- B. The following classifications shall be flexible staffed as follows:
  - i.) Maintenance Worker to Senior Maintenance Worker or Senior Park Maintenance Worker except in Solid Waste;
  - ii.) Equipment Service Worker to Equipment Mechanic Assistant;
  - iii.) Sanitation Operator to Senior Sanitation Operator; and
  - iv.) The Maintenance Worker classification in Solid Waste is not flexibly staffed. Maintenance Workers in Solid Waste may transfer to another section and flex subject to the availability of a vacant position and the transfer and flex provisions of this Agreement.
- C. All employees within flexible staffed series shall promote from entry level to the experienced level class when the following has occurred:



- i.) The employee has successfully completed the one (1) year probationary period in the entry level class and the employee has completed two (2) additional years in the City's Public Utilities/General Services Departments. Up to two (2) years of comparable experience, as determined by the City, in the area of assigned duties may be substituted for up to two (2) years with the City Public Utilities/General Services Departments. Rotation to work in other divisions/sections will not be required as a part of this program. This statement does not, however, intend to diminish the City's right to transfer, assign, or otherwise direct the work of its employees.
  - ii.) The employee is able to satisfactorily perform a majority of designated duties at the experienced level class with limited supervision.
  - iii.) The employee has successfully passed a non-competitive examination to promote to the experienced level in the series.
  - iv.) The employees has reached at least step 4 of the entry level class in the flexibly staffed series.
  - v.) The City shall not use this Article as a means to address budget shortfalls.
- D. No eligible incumbent of a flexibly staffed position will be denied an opportunity to test for flexing to the experienced level upon successful completion of the designated three (3) years' experience. Experience acquired in the Solid Waste Section of the City will be credited toward the requirements for flexible staffing.
- E. Eligible employees holding permanent entry-level positions will have the opportunity to test for flexing to the experienced level within thirty days of the request.
- F. If the employee fails the test, the employee may not retake the test until 120 days from the date of his last test.

### 33. Professional Development

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree or commercial driver's license as noted in Section D. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Except in D below, Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. Commercial Driver's License Program – Upon prior approval by the Department Head, reimbursement for commercial driver's license will be eligible upon the initial obtainment of a commercial driver's license, or license upgrade from a Class "B" to a Class "A". Eligible reimbursement will be limited to education expenses by an accredited school recognized by the Federal Motor Carrier Safety Administration and the California Department of Motor Vehicles, not to exceed the maximum reimbursement allocation in this section. The City will not reimburse costs to employees who have lost or relinquished their commercial license(s) while employed by the City. Employees shall select from the City list of approved commercial driving schools.

Class "A" unrestricted commercial licenses must have at a minimum, Air Brake and Tanker endorsement. Commercial Class "B" must have at a minimum, Air Brake and Tanker endorsement. Optional endorsements, restrictions, or limitations such as King Pin, Hazardous Materials, or Passenger Endorsement may be included but are not required to meet minimum requirements of this program.

The maximum reimbursement for this program is \$4,000 per the amounts stated below and are counted toward the overall lifetime cap for the entire Professional Development program.

- i. Unrestricted Class A - \$4,000.
  - ii. Upgrade from Class "B" to Class "A" - \$2,000
  - iii. Commercial Class "B" - \$2,500
- E. An employee will be eligible for reimbursement of approved expenses for either a commercial driver's license as noted in section D above, an Associate's,

Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.

- F. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or Master's degree or commercial driver's license program is eligible for reimbursement.
- G. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading, or for the commercial driver's license program, certificate of completion and commercial license obtainment. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade, or certificate of completion and proof of obtainment of a commercial driver's license.
- H. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- I. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.
- J. If the City creates an internal commercial driver's license training program that meets the requirements Federal Motor Carrier Safety Administration and the California Department of Motor Vehicles and provides training for the licenses listed in section D above, the City will not reimburse for outside commercial driver's license schools.

### **34. Employee Safety**

Up to four (4) meetings (Safety Committee meetings) per contract year will be scheduled by City for the purpose of City and employee representatives exchanging views regarding safety rules, regulations, practices, procedures and training, as well as review of employee accidents as to whether they were preventable or not. The City will schedule, as appropriate, safety seminars for employees in this unit. The City welcomes and encourages the Affiliation's suggestions for seminar topics.

### **35. Jury Duty**

Employees are encouraged to serve on jury duty. If kept from working by jury duty, they will still be paid by the City on the basis of a forty (40) hour week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from court be turned over to the City. Alternate shift employees will have their shift adjusted to correspond to the AM shift for the duration of their jury duty. Employees who are released from Jury Duty two (2)

hours or more prior to the end of their work shift will report to work. Employees are required to provide time / date stamped proof of their jury service.

### 36. Appeals and Grievance Procedure

#### A. Appeals

The City and the Affiliation agree that all parties shall utilize the existing appeals mechanism provided for within the City of Clovis' Ordinance No. 256 and Personnel Rules and Regulations Rule XII, for all matters as defined therein, unless and until this Ordinance and/or Resolution is appropriately modified at the initiation of the City.

#### B. Policy Statement Regarding Grievances

The bargaining unit employees herein are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the City Manager.

#### C. Purpose of Grievance Procedure

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

#### D. Definition of Terms

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

1. Grievance: A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this MOU and all other terms and working conditions of employment.
2. Conferee: A conferee is an individual who, at the request of the employee, or group of employees, is invited to participate in a grievance conference.
3. Aggrieved Party: Aggrieved Party is the employee or group of employees of City making the claim.

Days: The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.

#### E. Implementation Procedures

1. Any appeal of a disciplinary matter (except for probationary employees and suspensions of five (5) days or less) may be brought

before the Personnel Commission according to the manner and procedure specified in City Ordinance No. 256 and the Personnel Rules and Regulations, Rule XII.

2. Any grievance of a matter concerning the interpretation and application of rules and provisions of this MOU shall proceed according to the below described manner and procedure:
  - (a) Oral Discussion with Immediate Supervisor: An aggrieved party shall orally present his grievance to his immediate supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.
  - (b) Level One – Personal Conference Upon Written Claim With Immediate Supervisor: An aggrieved party may, after discussing it orally, submit his claim in writing to his supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner. The conciliatory efforts of conferees may be utilized at this state as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state his position clearly, and the background and reasons and the following items must be included:
    - 1) A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
    - 2) A description of the general and specific grounds for the grievance.
    - 3) A listing of the specific actions and events alleged to be in violation (including witnesses).
    - 4) A statement of the reasons why the specific actions identified above are in violation of these Articles.
    - 5) A listing of the specific actions which the aggrieved employee believes would best remedy his grievances. Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. The written claim must be submitted to the immediate supervisor within fifteen (15) days of the date the employee knew or should have known of the event being grieved. If the aggrieved party is not satisfied with the results of this personal conference with his immediate supervisor, which must be announced

within six (6) days, he must then file a written complaint with his department head within eight (8) days of the meeting with his immediate supervisor.

- (c) Level Two - Personal Conference With Department Head: An aggrieved party may appeal the Level One decision to his Department Head by filing a written complaint. Said complaint shall contain the same information as described above for the Level One claim. It shall not be necessary to rewrite the above information. Upon receipt of the written complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and Department Head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with their department head which results must be announced within six (6) days of the conference, they must file a written appeal within eight (8) days of the meeting with the Department Head, as provided in Level Three.
- (d) Level Three - City Manager/Board of Review: The aggrieved party may appeal the decision within eight (8) days after the personal conference provided at Level Two by filing a request for hearing and final decision before the City Manager or by the Board of Review. Requests for hearing and final decision before the City Manager or the Board of Review shall be made with the Personnel/Risk Manager as hereinafter described.
- 1) The request shall be in writing and shall include the same information as described in the previous claim in level One.
  - 2) The Board of Review or City Manager shall have available all documents relating to the complaint and any City records that would be helpful in resolving the problem.
  - 3) No later than 14 days prior to the date of the scheduled hearing, the aggrieved party and the City will meet and attempt to agree upon a statement of issues) and the exhibits to be submitted to the Board of Review or City Manager for hearing and final decision. In the event that agreement on a statement of issues and exhibits is not reached, the parties will exchange their respective statement(s) of issues and exhibits at the end of said meeting.

The agreed on separate statement(s) of issue(s) and exhibits shall be promptly delivered to the Personnel/Risk Manager.

- 1) Any party to a grievance may at any point in the process outlined have a conferee.
- 2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
- 3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- 4) All proceedings, at any level shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager or Board of Review. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the aggrieved party requests an opportunity to address the council decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.
- 5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next level. Such signing shall not necessarily indicate agreement to the factual content.
- 6) Any costs of operating the grievance procedure shall be borne jointly by the city and the grievant.
- 7) By mutual written agreement, the time limit at any Level may be extended.
- 8) The conferee shall conduct all applicable duties, whenever possible, during "non-working hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance; and (2) the conferee received no overtime compensation by the City for time so spent.

Oral Discussion with Immediate Supervisor: An aggrieved party shall orally present his grievance to his immediate supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

- (a) Level One - Personal Conference upon Written Claim with Immediate Supervisor: An aggrieved party may, after discussing it orally, submit his claim in writing to his supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

The conciliatory efforts of conferees may be utilized at this state as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state his position clearly, and the background and reasons and the following items must be included:

- 1) A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
- 2) A description of the general and specific grounds for the grievance.
- 3) A listing of the specific actions and events alleged to be in violation (including witnesses).
- 4) A statement of the reasons why the specific actions identified above are in violation of these Articles.
- 5) A listing of the specific actions which the aggrieved employee believes would best remedy his grievances. Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. The written claim must be submitted to the immediate supervisor within fifteen (15) days of the date the employee knew or should have known of the event being grieved. If the aggrieved party is not satisfied with the results of this personal conference with the immediate supervisor, which must be announced within six (6) days, the aggrieved must then file a written complaint with their Department Head within eight (8) days of the meeting with their immediate supervisor.

- (b) Level Two - Personal Conference with Department Head: An aggrieved party may appeal the Level One decision to their department head by filing a written complaint. Said complaint shall contain the same information as described above for the Level One



claim. It shall not be necessary to rewrite the above information. Upon receipt of the written complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and Department Head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with the Department Head, which results must be announced within six (6) days of the conference, they must file a written appeal within eight (8) days of the meeting with the Department Head, as provided in Level Three.

(c) Level Three - Advisory Board of Review: The aggrieved party may appeal the decision within eight (8) days after the personal conference provided at Level Two by filling a request for hearing and final decision before the Assistant City Manager or for hearing and advisory decision by the Board of Review shall be made with the Personnel/Risk Manager as hereinafter described.

- 1) The request shall be in writing and shall include the same information as described in the previous claim in Level One.
- 2) The Board of Review shall have available to it all documents relating to the complaint and any City records that would be helpful in resolving the problem.
- 3) After studying the documentary evidence, the Board of Review shall conduct such hearings, as it deems necessary. At least two days' notice of any scheduled hearing should be given.
- 4) Within a reasonable time after the conclusion of the hearing, the Board of Review shall submit the Board's written advisory decision to both the City Manager and the aggrieved party.
- 5) The Board of Review shall be made up of three members, selected by the aggrieved party, from among those individuals currently serving on the City's Personnel Commission.

If the request is made for hearing and final decision before the Assistant City Manager, the process will continue on to Level Four.

(d) Level Four - City Manager's Decision: After receipt of the advisory findings of fact and advisory decision from the Level Three Board of review, or receipt of the request for hearing and final decision, the City Manager shall investigate as appropriate and confer with the parties involved. The aggrieved party, at his discretion, may bring in his conferee. The City Manager shall thereafter communicate his

final and conclusive decision in writing together with supporting reasons, to the aggrieved party, within eight (8) days of concluding his investigation of the matter.

- (e) General Provisions - To facilitate this procedure, the following provisions shall apply:
- 1) Any party to a grievance may at any point in the process outlined have a conferee.
  - 2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
  - 3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
  - 4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the aggrieved party requests an opportunity to address the Council. Decisions that have citywide implications shall be communicated to all certified personnel in an objective and impersonal manner.
  - 5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessarily indicate agreement to the factual content.
  - 6) Any costs of operating the grievance procedure shall be borne jointly by the City and the aggrieved party.
  - 7) By mutual written agreement, the time limit at any Level may be extended.
  - 8) The conferee shall conduct all applicable duties, whenever possible, during "non-working" hours. The conferee shall only

be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance; and (2) the conferee received no overtime compensation by the City for time so spent.

### **37. Labor-Management Committee**

- A. Purpose: The purpose of the Labor – Management Committee is to provide a forum for representatives of the City and Affiliation to discuss issues of concern to either party dealing with application of provisions of this MOU, workplace safety and efficient work practices.
- B. Structure: The Labor – Management Committee shall be comprised of a reasonable number of representatives of the City and Affiliation. The Committee shall meet at least quarterly. The Committee shall establish meeting times and locations. The Public Utilities Director shall develop an agenda of issues to be discussed prior to each meeting. The Affiliation President may add appropriate issues to the agenda by submitting the issues to the Public Utilities Director with reasonable advanced notice.

### **38. Physical Examinations**

- A. In the event the Department Head has reason to believe that an employee is not physically capable of performing the full duties of the employee's position, and/or the employee's condition represents a danger to the employee, other employees or the public, the Department Head may immediately place the employee on leave with pay and refer the employee to a physician, pending the physician's determination of injury or illness and capability to return to work. Once the determination has been made the employee will be placed on sick leave or other available leave or returned to full duty. If the employee has no available leave time, the employee will be placed on leave of absence in accordance with the Leave of Absence Section of this MOU.
- B. If the employee so requests, the Department Head shall prior to implementing the Department Head's decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

### **39. Maintenance of Operation**

- A. The Affiliation will make every effort toward inducing all employees in this Unit fully and faithfully to perform their duties and agrees that for the term of this MOU neither the Affiliation nor any person acting in its behalf, will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report to duty, or unauthorized absence or abstinence from the full and faithful performance

of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities, provided that, should a job action be taken against an organization other than the City, an employee shall not be required to cross that picket line if the employee feels their personal safety or the safety of City equipment is in danger.

- B. Provided that the City Council determines to its satisfaction, that subsection A of this section has been violated by the Affiliation, the City may take such remedial action as it deems appropriate.
- C. Nothing herein shall otherwise preclude the Affiliation or an individual from lawfully engaging in Constitutionally guaranteed freedom of expression.

**40. Past Practices**

Nothing contained in this MOU shall be interpreted as to imply or permit any employee rights or privileges other than those expressly stated herein.

The City and the Affiliation agree that only those past practices, standards, obligations and/or other commitments of the City to its employees which are expressly stated herein shall be in full force and effect during the term of this MOU.

All other past practices, standards, obligations or commitments, whether written or unwritten are within the scope of Article 1 of this MOU.

Notwithstanding the foregoing, during the term of this agreement when Affiliation contends that City should comply with a past practice, the Affiliation shall attempt to resolve the issue with City informally; and if not then resolved, by using the grievance procedure.

**41. Layoff Policy**

Purpose: It is recognized by the Affiliation that, when, due to fiscal, operational or organizational reasons, it is necessary to reduce City employment, such action and its implementation, except as qualified herein, shall be at the sole discretion of the City. When it is deemed necessary to reduce City employment by layoff of employees, the layoff procedure shall protect the right of the City to retain the most qualified employees, while also recognizing the relative seniority of affected employees. The following layoff policy is adopted to accomplish this purpose.

- A. Section 1:  
The City shall have the sole right to determine which class or classes shall be subject to layoff.
- B. Section 2:

The order of layoff of employees within a class or classes subject to layoff, shall be:

1. Provisional or temporary employees.
2. Part-time employees.
3. Probationary employees.
4. Permanent employees.

Within each of the first three (3) categories, the order of layoff shall be at the discretion of the appointing authority. Order of layoff of permanent employees shall be according to seniority with the employees having lowest seniority to be laid off first. Among employees with equal seniority, the order of layoff shall be determined by the appointing authority.

C. Section 3 - Seniority Determination

1. Each employee's seniority shall be accrued and shall be determined by time of service in the classification the employee is working at the time a layoff is being imposed.
2. Employees subject to layoff may first displace employee of lower seniority in the same or any comparable classification, as determined by the City Manager. As a second alternative to layoff, employees subject to layoff may take voluntary demotion to any lower classification within the same division of this unit in which the employee had prior permanent status, provided a vacancy exists, or the demotee has higher seniority than an employee working in that classification, -or- as a third alternative, an employee subject to layoff may take a voluntary demotion to a vacant position in a lower classification provided the employees can, through a non-competitive examination, establish proof to the satisfaction of the appointing authority that he is capable of performing the job.
3. In the event, the demotee in all the above alternatives has equal seniority with the least senior employee working in the lower classification; the employee to be laid off shall be determined by total seniority within the unit. If such unit seniority is also equal, the employee to be laid off shall be determined by the appointing authority.

D. Section 4 - Notice

Employees subject to layoff shall be given not less than fifteen- (15) days written notice (or pay equivalent), by mail or in person with concurrent notice to the Affiliation. Seniority lists shall be made available to employees and Affiliation upon request; and City shall meet and discuss the layoff and alternatives upon Affiliation's request, but such meeting shall not stop the layoff unless City otherwise agrees.

E. Section 5 - Re-Employment

Employees laid off or demoted in lieu of layoff shall have a priority right of return to their prior class or to any lower class in the same or comparable classification series. This right shall remain effective for two (2) years from the date of demotion or separation from the service.

F. Section 6 - Seniority Rights After Resignation and Rehire

Seniority for reinstated employees who have voluntarily resigned and then rehired in accordance with Personnel Rules and Regulations, shall have their layoff seniority computed from the date of reinstatement with no seniority credit given for prior years' service.

**42. Transfer/Promotion to Permanently Vacant Positions**

A. Transfers

Transfer is defined as internal movement of a particular class of employee from one work section to the same or similar classification (with the same salary range) in another work section. Transfer opportunities will be posted by the Personnel Division in February and August of each year. If an employee is interested in working in a different work section they must complete an interest card during February, August, at the time of the classification change, and at the initial hire date. Employees who have a classification change and have an interest in transferring to another section must request for transfer in writing to Personnel/Risk Management within ten (10) calendar days following the effective date of the employees classification change. The posting periods will be posted for ten days. If a position becomes available the Personnel Division will review the interest cards and forward the qualified employees to the work section requesting the transfer opportunity. Such vacancies may be filled from the qualified employees who respond to the interest card in a timely fashion. If there is no response to the interest card or if the respondents do not meet the needs of the Department, the City reserves the right to transfer or otherwise fill the vacancy consistent with the City rights defined in Section 1 of this MOU.

B. Promotions

Vacancies in promotional positions shall be filled by promotion from within after a promotional examination has been given and a promotional list of no less than three (3) qualified applicants is established. If there are fewer than three (3) qualified applicants for a promotional examination, or if fewer than three (3) applicants pass a promotional examination, an open examination will be given to establish a hiring list. For the purposes of this section the following positions shall be considered "promotional", and shall be filled from an eligibility list established from a promotional examination:

1. Building Maintenance Leadworker	2. Disposal Leadworker
3. Equipment Mechanic	4. Equipment Operator
5. Fleet Maintenance Leadworker	6. Landfill Leadworker
7. Maintenance Leadworker	8. Parks Maintenance Leadworker
9. Sanitation Operator	10. Street Sweeper Operator
11. Water Systems Technician	

C. Open Appointments/Promotions

Vacancies in any positions not stipulated as a “promotional” position, shall be filled after an open exam has been given and a list of qualified applicants is established. Nothing in this section is intended to prohibit existing employees in different job classifications from taking an open exam and filling an open position. For the purposes of this section, the following positions shall be filled from an eligibility list established from an open examination.

1. Assist. Building Maintenance Technician	2. Assist. Water Systems Technician
3. Building Maintenance Technician	4. Building Maintenance Worker
5. Electrician	6. Equipment Mechanic Assistant
7. Equipment Service Worker	8. Fleet Maintenance Service Writer
9. Maintenance Worker	10. Meter Reader
11. Parts Clerk	12. Utility Worker
13. Water Treatment Plant Operator	

D. Management Option for Determination of Promotional or Open Appointment/Promotional Process

Vacancies in the below positions may be filled via internal promotion or open appointment/promotion as determined by the Department Head and may vary for each recruitment. The Department Head will provide the bargaining unit president an opportunity to discuss and review the recruitment strategy prior to the launch of the recruitment.

1. Parks Senior Maintenance Worker	2. Senior Maintenance Worker
------------------------------------	------------------------------

E. Employees who participate in the promotional process and who are not selected for promotion may consult with their supervisor regarding the reasons why they were not selected, and discuss how they may prepare for future promotional opportunities.

**43. Operational Necessity**

In case of an emergency, the seniority provisions of this agreement shall not preclude the City from using qualifications as a criteria to override the seniority provisions hereof.

**44. Sole Agreement**

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

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

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

In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU.

**45. Severability**

In the event any article, section, or portion of this MOU should be held invalid and unenforceable in any court of final jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the court's decision, and upon issuance of such a decision, the City and the Affiliation agree to immediately meet and confer upon a substitute for the invalidated article, section, or portion thereof.

**46. Term of Memorandum of Understanding**

This MOU shall remain in effect for the period of July 1, 2022, through and including June 30, 2025, unless a specific provision provides for a different commencement and/or termination date. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit.



The provisions of this MOU shall not be altered, amended, or added to except by the mutual written agreement of the City and the Affiliation. Either party may request the other to consider changes in provisions of the MOU; such request shall be in writing. Neither party is, however, obligated to agree to re-initiate the meet and confer process.

The Affiliation membership has ratified the contents of this MOU by their affirmative vote on June 30, 2022

The City Council has adopted the contents of this MOU on July 5, 2022.

**For the CITY:**

**For the AFFILIATION**

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

\_\_\_\_\_  
Steve Mejia, CPWEA President

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

\_\_\_\_\_  
Davy Arizmendez, CPWEA Negotiator

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

\_\_\_\_\_  
Ryan Kajitani, CPWEA Negotiator

\_\_\_\_\_  
Rob Rush, City Negotiator

\_\_\_\_\_  
Karyn Chilpighian, CPWEA Negotiator

\_\_\_\_\_  
Glenn Eastes, City Negotiator

\_\_\_\_\_  
Eric Hernandez, CPWEA Negotiator

\_\_\_\_\_  
Adam Stahl, CPWEA Negotiator

\_\_\_\_\_  
Allen Dunbar  
CPWEA/OE3 Chief Negotiator

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_

**Side Letter Agreement between the City of Clovis and CPWEA**

**COVID Premium Pay**

As an acknowledgement for employees who worked during the City of Clovis declared COVID-19 emergency order from March 16, 2020 through March 14, 2022, the City will provide COVID Premium Pay as follows:

- A. For the time period from March 16, 2020 through March 15, 2021, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, and 3159.
- B. For the time period from March 16, 2021 through March 14, 2022, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, and 3159.

The COVID Premium Pay, as described A and B above, will be paid to only current employees, and payment will be made in one lump sum within 30 days following bargaining unit ratification and City Council approval of a new three-year MOU with a term of July 1, 2022 through June 30, 2025. “Current employee” is defined as an active employee of the City of Clovis on the day this side letter is approved by City Council.

Employees may voluntarily choose to divert some or all of the COVID Premium Pay funds into their Deferred Compensation 457 plan with the following requirements:

- The employee’s 457 plan contributions must be below the annual cap (including both City and employee contributions).
- No later than one full pay period prior to the COVID Premium Pay cash out, the employee must complete a form in Personnel changing the amount of deferred comp contribution.
- No later than the date of the COVID Premium Pay cash out, the employee must complete another form in Personnel returning their deductions to their prior level for following pay periods.

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

For the City of Clovis:

For CPWEA:

\_\_\_\_\_  
Rob Rush, City Negotiator

\_\_\_\_\_  
Steve Mejia, CPWEA President

\_\_\_\_\_  
Glenn Eastes, City Negotiator

\_\_\_\_\_  
Davy Arizmendez, CPWEA Negotiator

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

\_\_\_\_\_  
Allen Dunbar, CPWEA/OE3 Chief  
Negotiator

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

\_\_\_\_\_  
Karyn Chilpigian, CPWEA Negotiator

Attest: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_

**Sideletter Agreement between the City of Clovis and CPWEA  
To 2022-2025 MOU regarding Creation of Sanitation Operator**

CPWEA agrees to the creation of a Sanitation Operator position, in the hierarchy between Utility Worker and Senior Sanitation Operator once the City and CPWEA has met and conferred regarding the job description and qualifications.

The new Sanitation Operator position would be filled through a promotional recruitment following article 42B of the MOU.

Once a Sanitation Operator has reached Step 4, they can flex to Senior Sanitation Operator if they meet the qualifications outlined in article 32 of the MOU.

For the City of Clovis:

For CPWEA:

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

\_\_\_\_\_  
Steve Mejia, President CPWEA

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

\_\_\_\_\_  
Allen Dunbar, CPWEA/OE3 Chief Negotiator

\_\_\_\_\_  
Glenn Eastes, City Negotiator

\_\_\_\_\_  
Davy Arizmendez CPWEA Negotiator

\_\_\_\_\_  
Rob Rush, City Negotiator

\_\_\_\_\_  
Karyn Chilpigian, CPWEA Negotiator

\_\_\_\_\_  
Kathy Newberry, City Negotiator

\_\_\_\_\_  
Ryan Kajitani, CPWEA Negotiator

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

Date \_\_\_\_\_

**Sideletter Agreement between the City of Clovis and CPWEA  
To 2022-2025 MOU regarding Senior Maintenance Worker Classifications**

CPWEA agrees to create a committee made up of affected employees from each section to consider the broader scope of Senior Maintenance Worker classifications (except Parks Senior Maintenance Worker) potential specialization of other work groups/sections, transferability limitations, impacts on flexible staffing, and the potential of how the promotional process could be required in the future.

CPWEA committee meetings will be held on the employee's own time, however, the group may use City facilities as a meeting place. The committee will be responsible to provide the City with options to explore and consider in this endeavor.

Following the committee meeting(s), CPWEA will schedule a meeting with the committee spokesperson and the Public Utilities Director to discuss their findings. Meetings with the spokesperson and Public Utilities Director will be paid time at the regular rate of pay.

For the City of Clovis:

For CPWEA:

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

\_\_\_\_\_  
Steve Mejia, President CPWEA

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

\_\_\_\_\_  
Allen Dunbar, CPWEA/OE3 Chief Negotiator

\_\_\_\_\_  
Glenn Eastes, City Negotiator

\_\_\_\_\_  
Davy Arizmendez CPWEA Negotiator

\_\_\_\_\_  
Rob Rush, City Negotiator

\_\_\_\_\_  
Karyn Chilpigian, CPWEA Negotiator

\_\_\_\_\_  
Kathy Newberry, City Negotiator

\_\_\_\_\_  
Ryan Kajitani, CPWEA Negotiator

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

Date \_\_\_\_\_

### Side-Letter Agreement between the City of Clovis and CPWEA

This will confirm and memorialize the understanding reached between the City of Clovis through its representatives and the CPWEA Bargaining Unit concerning the CPWEA request related to work schedule for Facilities Maintenance employees:

1. On a trial basis, from May 1, 2022 to June 30, 2025, reviewing annually whether to continue the program, the City will consider requests from Facilities Maintenance employees to work an alternate schedule consisting of 80 hours in 9 work days.
2. The approval of an alternate work schedule is dependent on it not increasing costs to the City, not negatively impacting service to internal departments or the community, and not reducing the efficiency or productivity of the employee.
3. The alternate work schedule may be suspended or terminated at any time at the discretion of the Department Head. Employees shall gain no rights to work an alternate work schedule.
4. No more than two employees will be allowed to have the same regularly scheduled day off in the unit. Management will approve the day off schedule.
5. Employees will not be allowed to swap regular days off with other employees
6. For purposes of **MOU Section 9.A. Workweek**, the following terms are applicable. "For employees assigned to a 9/80 work schedule, each employee's designated FLSA workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off."

The provisions of this side-letter become effective when fully executed by all parties and will remain in effect until June 30, 2025 unless this side letter is replaced by a subsequent side letter.

For the City of Clovis:

Shonna Halterman  
Shonna Halterman, General Services Director

Stephen Frankian  
Stephen Frankian, Facilities Maint/Purchasing Mgr.

Lori Shively  
Lori Shively, Personnel/Risk Manager

For CPWEA:

Steve Mejia  
Steve Mejia, CPWEA President

Davy Arizmendez  
Davy Arizmendez, CPWEA Negotiator

Karyn Chilpigian  
Karyn Chilpigian, CPWEA Negotiator

Attest: Karey Cha  
Karey Cha, City Clerk

Date: April 28, 2022





# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: July 5, 2022

SUBJECT: General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Confidential Technical and Financial Professionals.

ATTACHMENTS: 1. Res. 22-\_\_\_\_, and MOU

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to approve a resolution authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Confidential Technical and Financial Professionals (CTFP) bargaining unit, for the term of July 1, 2022, through June 30, 2025.

### EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the CTFP bargaining unit for a successor MOU. Council authorization is required to implement the proposed amendments to the CTFP MOU.

### BACKGROUND

The 2019-2022 MOU between the City and CTFP expires June 30, 2022. The City's negotiating team and CTFP representatives have recently concluded negotiations for a successor MOU. A summary of the changes in the proposed MOU is below.

- Salary increases as follows:
  - FY 2022-23: 5.0% wage increase
  - FY 2023-24: 3.0% wage increase
  - FY 2024-25: 3.0% wage increase.
- In addition to the wage increase above, the following positions will receive equity increases as follows:
  - Senior Information Technology Analyst: 4.8%
- \$50 per month certification pay for Geographic Information Systems certifications of Certified GIS Professional and ArcGIS Enterprise Administration Professional.



- \$200 per month for Finance employees who maintain any of the following certifications: Certified Management Accountant, Certified Government Finance Manager, Certified Public Finance Officer.
- \$100 bilingual pay.
- Deferred comp ratio of 1:1 (City to employee) to 2:1.
- Changes to job descriptions to allow employees to promote between job classes when they meet minimum qualifications, number of years at the City of Clovis, and positive performance evaluations. Positions included are Information Technology Specialist to Senior Information Technology Specialist, and Information Technology Analyst to Senior Information Technology Analyst.
- Side letter for voluntary telework policy for up to 18 hours per month with management approval.
- Side letter for COVID Premium Pay up to \$4,000 per employees who worked during the City emergency order.

The CTFP membership ratified the terms of the proposed MOU on or about June 23, 2022.

### **FISCAL IMPACT**

The proposed amendments to the CTFP MOU will result in approximate increased costs for salary, incentives, and COVID premium pay of approximately \$364,200 over the next three (3) years, which will be budgeted during the term of the agreement.

### **REASON FOR RECOMMENDATION**

The proposed 2022-2025 MOU between the City and CTFP maintains reasonable wages and working conditions related to the labor market for employees in the CTFP bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council resolution. The proposed amendments are within the financial parameters authorized by City Council and will preserve the City's ability to attract and retain qualified personnel.

### **ACTIONS FOLLOWING APPROVAL**

City staff and CTFP representatives will sign the proposed 2022-2025 MOU and any side letter agreements. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager AA

**RESOLUTION 22-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND THE CONFIDENTIAL TECHNICAL AND FINANCIAL PROFESSIONALS (CTFP)**

**WHEREAS**, a Memorandum of Understanding exists between the City of Clovis and the Confidential Technical and Financial Professionals bargaining unit (the Parties); and

**WHEREAS**, the Memorandum of Understanding expires on June 30, 2022; and

**WHEREAS**, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and

**WHEREAS**, the proposed CTFP Memorandum of Understanding 2022-2025 and side letters are attached as Attachment A.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Confidential Technical and Financial Professionals bargaining unit for the term of July 1, 2022, through June 30, 2025.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF CLOVIS AND  
THE CONFIDENTIAL TECHNICAL AND FINANCIAL  
PROFESSIONALS**

*July 1, 2022 Through June 30, 2025*

**ATTACHMENT A**

**TABLE OF CONTENTS**

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Introduction .....	1
1.	Unit Description .....	1
2.	Purpose .....	2
3.	City Rights .....	2
4.	Employee Rights.....	2
5.	Union Access.....	3
6.	Non-Discrimination .....	4
7.	Wage Scale and Retirement Contributions .....	4
8.	Health, Life and Dental Insurance Compensation.....	6
9.	Holidays .....	8
10.	Sick Leave .....	9
11.	Family Illness Leave .....	10
12.	Vacation.....	11
13.	Overtime .....	11
14.	Specialty Pay .....	12
15.	Compensatory Time .....	14
16.	Bereavement Leave.....	14
17.	Leave of Absence .....	14
18.	Minimum Callback Pay .....	15
19.	Standby Time.....	15
20.	Mileage .....	15
21.	Jury Duty.....	16
22.	Grievance Procedure .....	16
23.	Lay-Off .....	19
24.	Fitness for Duty Examinations .....	21
25.	Military Leave.....	21
26.	Professional Development Incentive.....	22
27.	Time Bank.....	23
28.	Workweek .....	23
29.	Flexible Work Schedules .....	24
30.	Maintenance of Operations .....	24
31.	Conclusively.....	24
32.	Past Practices.....	25
33.	Release Time.....	25
34.	Sole Agreement .....	25
35.	Term of Memorandum of Understanding .....	26

## Introduction

The representatives of the City of Clovis (City) and the representatives of the Clovis Technical and Financial Professionals (CTFP) having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

### 1. Unit Description

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

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

- |                                      |   |
|--------------------------------------|---|
| 1. Accountant                        | 5. Senior Accountant                        |
| 2. Information Technology Analyst    | 6. Senior Accounting Systems Technician     |
| 3. Information Technology Specialist | 7. Senior Information Technology Analyst    |
| 4. Information Technology Technician | 8. Senior Information Technology Specialist |

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

#### D. Classification Review:

1) An employee may request classification review of the employee's position by submitting such a request, in writing, to the Department Head. Such request shall set forth the specific reasons for the classification review.

2) If the Department Head agrees that a classification review is appropriate, the Department Head shall require the employee to complete a classification review questionnaire. The employee's completed questionnaire will be reviewed by the

employee's Supervisor and Department Head for completeness and accuracy. Within forty-five (45) days of the employee's submittal of a completed questionnaire, the Department Head will complete the employee's review and transmit the questionnaire to the Personnel/Risk Manager to conduct the classification review.

3) The Personnel/Risk Manager or assigned staff shall conduct the classification review and submit a report of findings and recommendations to the Department Head and City Manager. The classification review will be completed within ninety (90) days of receipt of the completed classification review questionnaire except in unusual circumstances. When unusual circumstances arise, the City and the employee will establish a mutually acceptable completion date for the classification review.

## **2. Purpose**

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

## **3. City Rights**

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

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

## **4. Employee Rights**

Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

## 5. Union Access

The City and CTFP agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

### Access to employee new hire orientations

- At least ten (10) days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one notification will be sent out. The Union will be responsible for attending the orientation. Personnel will not follow up after the first notification.
- The amount of Union Representatives present during the orientation is limited to two representatives.
- Time allotted for union access during the orientation will be 15 minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1<sup>st</sup> and 16<sup>th</sup> of the month. If the 1<sup>st</sup> or the 16<sup>th</sup> is on a weekend or a holiday the orientation will be on the first working day after the 1<sup>st</sup> or 16<sup>th</sup>.
- The City will reserve the right to hold the orientations on different days in case of an unusual situation.
- If mutually agreed upon the ten day notification can be reduced to allow the new hire an earlier start date.
- Orientation time may vary depending on staffing levels and number of employees attending the orientation.

### Access to new hire employee personal information:

Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.

### Access to current employee personal information

Both the City and the Association agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15<sup>th</sup> of January.

The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

### Opt-Out Provision

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

**6. Non-Discrimination**

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

**7. Wage Scale and Retirement Contributions**

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

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

1) Fiscal Year 2022-2023: The following wage adjustments shall become effective on the first day of the first payroll period following CTFP ratification and Council approval of this MOU

- All positions shall receive a 5.0% wage increase
  - Senior Information Technology Analyst classification shall receive a 4.8% equity adjustment for a total adjustment of 9.8%.

2) Fiscal Year 2023-2024:

- Effective July 1, 2023, all positions shall receive a 3.0% wage increase.

3) Fiscal Year 2024-2025:

- Effective July 1, 2024, all positions shall receive a 3.0% wage increase.

C. Retirement

1) The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer contributions. Employees shall make contributions into the PERS fund as provided for in 7.C.2 below. All references to “PEPRA” shall mean the Public Employees’ Pension Reform Act as enacted in 2013.

2) Employee PERS Contribution and PERS Cost Sharing

PERS Classic Employees (per 2013 PEPRA regulations)

Employee Paid Member Contribution	8.0%
Employee Cost Share of City’s PERS Cost	<u>8.4%</u>



TOTAL: 16.4%

PERS New Members (per 2013 PEPRA regulations)

Employee Cost Share of City PERS Cost 8.40%  
 Plus current Employee Paid Member Contribution as determined by PERS\*

\*Pursuant to PEPRA regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify CTFP prior to implementation of any rate changes to New Employee EPMC.

- 3) The Employee Cost-Sharing amounts specified in 7.C.2 above shall apply to employees classified as “PERS Classic Employees” and to employees classified as “PERS New Members”, as defined by 2013 PEPRA regulations.
- 4) For all employees classified as “PERS Classic Employees” (per 2013 PEPRA regulations) the City will continue to provide the benefit known as “PERS single Highest Year Benefit” throughout the term of this agreement.
- 5) For all employees classified as “PERS New Members” (per 2013 PEPRA regulations), the City will continue to provide the benefit known as “PERS 3 Year Final Compensation”.

D. Credit for Unused Sick Leave

- 1) The City shall continue to provide the PERS benefit known as “PERS Credit for Unused Sick Leave (Govt. Code Section 20965).

E. Deferred Compensation

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

City’s Matching Contribution/Payment	Maximum City Payment
(City/Employee)	
2:1	3%

If the maximum dollars available for the contributory deferred compensation program for this unit are not utilized in any fiscal year, the remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

## **8. Health, Life, and Dental Insurance Compensation**

A. The City and CTFP agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.

The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.

If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.

The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.

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

B. Health Premium Waiver Incentive

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

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

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

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

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

C. Supplemental Life Insurance

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

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

D. State Disability Insurance

The members of CTFP agree to pay for State Disability Insurance premiums for a minimum of two calendar years in accordance with the State Unemployment Insurance Code Rules and Regulations. It is further understood by CTFP that the City allows State

Disability as a non-vested benefit to be available to CTFP members provided the City does not incur a contribution obligation.

**9. Holidays**

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

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

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

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

D. An employee shall be paid for each of the above holidays only when the employee is on a paid status the work day prior to and the work day immediately after the holiday. Paid status shall mean the employee is on approved vacation leave, sick leave, holiday, compensatory time off, bereavement leave, jury duty or actually at work.

E. Employees required to work a full day on a recognized holiday shall be paid for the holiday; plus, an additional payment at time and one-half of the appropriate straight time rate of pay (i.e. 2-1/2 times the usual straight time rate).

F. Employees required to report to a worksite on a recognized holiday for less than a full day shall be paid a minimum of three (3) hours at 2-1/2 times the employee's usual straight time rate of pay.

G. Employees in I.T. who are assigned to be on standby for the holidays stated below shall receive \$100.00 differential pay. The additional pay is only for the actual holiday, which may or may not be the City observed holiday:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King, Jr. Day)
- Third Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving Day)
- December 25 (Christmas Day)

## 10. Sick Leave

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

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

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

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

After an employee in this unit accumulates 192 hours of unused sick leave, the employee may opt to either receive a cash payback of a portion of the unused sick leave accumulated during the previous 12 month period, or have the cash payback directly deposited into their deferred compensation account. The payment shall be paid once a year, on the first paycheck after November 16. The hours available for payback shall be based on the following schedule:

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

---

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

**B. Medical Appointments**

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

**C. Sick – Leave Cash-Out at Time of Retirement**

1. Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out of up to 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out.
2. Employees wishing to participate in this benefit shall notify the Personnel / Risk Management Division of their intention within thirty (30) days of their retirement date by completing a Sick Leave Cash-Out Benefit form.
3. Unused sick leave hours will be cashed-out as noted above. The sick leave hours that remain after the cash-out will be certified to PERS for the benefit known as "Credit for Unused Sick Leave."

**11. Family Illness Leave**

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

For the purposes of this Section, “immediate family” shall include the husband, wife, registered domestic partner, mother/step, father/step, brother/step, sister/step, child/step, grandparent, grandchildren, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, or legal dependent of the employee. Also, at the sole discretion of the City, this definition may be amended, on an individual basis to include any other relative.

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

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

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

**12. Vacation**

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

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

The time at which the employee shall be granted a vacation is at the discretion of the Department Head. Employee seniority, as defined in Section 23, shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.

**13. Overtime**

Overtime will be paid at the rate of one and one-half times the normal rate of pay for all hours actually worked in excess of eight hours in a day. Employees who work an alternate work schedule, (i.e., “4-10” or “9-80”) shall earn overtime for hours actually worked in

excess of their normal shift. Overtime hours must be approved in advance by the employee's supervisor.

#### 14. Specialty Pay

A. Acting Supervisor Pay – Employees in this Unit shall receive a salary increase equivalent to “A” step of the position being filled or a 5% salary increase, whichever is greater, above their regular salary when they are assigned by their supervisor to perform the majority of the duties of a supervisory position for at least forty (40) working hours within a seven (7) day period. All out-of-class work assignments, including the length of the assignment, shall be in accordance with CalPERS rules and regulations.

B. Cell Phone Stipend – Employees in the Information Technology Services Division who are required by their supervisor to utilize a cell phone during the course of performing their assigned duties shall receive a monthly stipend of \$50.00 for using their personal cell phone in lieu of receiving a City-issued cell phone. Employees must provide their supervisor(s) with their cell phone number. Employees must respond to work-related cell phone communications in a reasonable time. In addition, the employee's cell phone must:

- Function throughout Clovis;
- Be capable of sending / receiving texts, phone messages, and photos.

C. I.T. Certification Pay – I.T. employees who maintain the following certifications shall receive \$50.00 per month per certification up to a maximum of \$150.00 per month. In cases where the mid / advanced level certification requirements include the entry / mid-level criteria, the Department Head may authorize up to \$100.00 per month for a mid-level certification and up to \$150.00 per month for an advanced level certification. The employee is responsible for maintaining certifications and for providing re-certifications to the employee's immediate supervisor. Within budgetary limits, the City will reimburse I.T. employees the costs associated with passing initial and recertification examinations.

##### Microsoft Certifications

- Entry Level – Microsoft Technology Associate (MTA) – Infrastructure or Database tracks.
- Mid-Level – Microsoft Certified Solutions Associate (MCSA) – Windows, Server or Database tracks.
- Advanced Level – Microsoft Certified Solutions Expert (MCSE) – Infrastructure, Database or Business Productivity.

##### Cisco Certifications

- Entry Level – Cisco Certified Entry Networking Technician (CCENT)
- Mid-Level – Cisco Certified Networking Associate (CCNA)
- Advanced Level – Cisco Certified Networking Professional (CCNP)



VM Ware Certifications

- Entry Level – VMware Certified Associate (VCA)
- Mid-Level – VMware Certified Professional (VCP)
- Advanced Level – VMware Certified Advanced Professional (VCAP)

Geographic Information Systems Certifications

- Certified GIS Professional (GISP)
- ArcGIS Enterprise Administration Professional

Computing Technology Industry Association (CompTIA) Certifications

- Comptia A+ (Desktop Support certification)
- Comptia Network+ (Network Support Technician certification)

D. In order to maintain certification pay, employees must:

- Renew the certificate(s) as required by the certifying agency / organization; or,
- Complete required continuing education units (CEU) if applicable; or,
- Obtain a current certification at least every three (3) years if the certification(s) does not expire.

E. Finance Certification Pays – Finance employees shall receive \$200.00 per month for maintaining any of the below certifications. Employees are only eligible for one certification pay listed.

- Certified Management Accountant (CMA)
- Certified Government Financial Manager (CGFM)
- Certified Public Finance Officer (CPFO)
- An active Certified Public Accountant license.

F. Payroll Certification Pay – Finance employees assigned to administering payroll shall receive \$100 per month for maintaining an active Certified Payroll Professional certification.

G. CTFP members who possess non-English language skills that have been identified by the Department Head as beneficial to the Department shall receive a maximum of one hundred dollars (\$100.00) per month in addition to the employee's base salary. The city shall determine if employees qualify for the bilingual pay and the standards of proficiency that an employee must possess in order to receive bilingual pay.

H. Additional certifications may become eligible for certification pay under this Section as determined by the Department Head.

## **15. Compensatory Time-Off**

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

Employees shall be allowed to cash-out up to 80 hours of their accumulated CTO during the first paycheck after November 16. Employees wishing to cash-out CTO must notify the Finance Department in writing by November 15 of their desire to cash-out CTO and how many hours they wish to cash-out.

## **16. Bereavement Leave**

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

## **17. Leave of Absence Without Pay**

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

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

## **18. Minimum Callback Pay**

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

## **19. Standby Time**

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

1. Be notified by their supervisor that the employee has been assigned to Standby Time; and,
2. Remain within reach by telephone or pager during the period in which they are assigned to Standby Time; and,
3. Be able to respond immediately to the call and begin working on resolution within 30 minutes of notification during the period in which they are assigned to Standby Time.

B. Employees assigned to Standby Time will be paid a premium of 30% of their weekly salary for each week they are assigned to standby status. Standby time of less than or more than one week will be compensated on a pro rata basis,

C. For each call received while on standby, the employee will be paid a minimum of one quarter hour (15 minutes) at the employee's overtime rate. Actual time worked in excess of the initial quarter hour shall be paid in 15 minute increments for the time logged. Additional calls received within 15 minutes of the initial call shall be compensated as part of the initial call.

## **20. Mileage**

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

## 21. Jury Duty

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

## 22. Grievance Procedure

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

### Policy Statement

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

### Purpose

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

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

1. **Grievance:** A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this MOU and all other terms and working conditions of employment.
2. **Conferee:** A conferee is an individual who, at the request of the employee, is invited to participate in a grievance conference.
3. **Aggrieved Party:** Aggrieved party is the employee or group of employees or City making the claim.

4. Days: The term “days” shall, except when otherwise indicated, mean calendar days when the City offices are open.

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

a. Level One - Oral Discussion With Immediate Supervisor: An aggrieved party shall orally present his grievance to his immediate supervisor within fifteen (15) days of the occurrence of the event being grieved, or within fifteen (15) days after the employee becomes aware of the event being grieved. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

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

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

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

c. Level Three - Personal Conference With Department Head: An aggrieved party may appeal the Level Two decision to his Department Head by filing a written complaint. Said complaint shall contain the same information as described above for the Level Two claim. It shall not be necessary to rewrite the above information. The City shall provide a form which may be used at Levels Two through Four. Upon receipt of the complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and department head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with the department head, which results must be announced within fifteen (15) days of the conference, the aggrieved party must then file a written appeal as provided for in Level Four.

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

1. The request shall be in writing and shall include the same information as described in the previous claim in Level Two. This shall be in the form of a separate written request, and said request shall be accompanied by a copy of the written claim filed at Level Two and Level Three.

2. The Board of Review or Assistant City Manager shall have available to it all documents relating to the complaint and any City records that would be helpful in resolving the problem.

3. After studying the documentary evidence, the Board of Review shall conduct such hearings as it deemed necessary. At least two (2) days' notice of any scheduled hearing should be given.

4. Within a reasonable time after the conclusion of the hearing, the Board of Review or the Assistant City Manager shall submit the written findings of facts and written decision to both the City and the aggrieved party.

5. The Board of review shall be made up of three members, one selected by the Grievant, one selected by the City and the third selected by the first two from among those individuals currently serving on the City's Personnel Commission.

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

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

1. Any party to a grievance may, at any point in the process outlined, have a conferee.
2. Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
3. Grievance adjustment should be more concerned with “what is right” and less concerned with “who is right”. Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
4. All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the aggrieved party requests an opportunity to address the Council. Decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.
5. The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessary indicate agreement to the factual content.
6. Any costs of operating the grievance procedure shall be borne jointly by the City and the Grievant.
7. By mutual written agreement, the time limit at any Level may be extended.
8. The conferee shall conduct all applicable duties, whenever possible, during “non-working” hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee’s job performance and (2) the conferee received no overtime compensation by the City for time so spent.

### **23. Lay-Off**

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

B. Statement of Intent: In the event the City should anticipate a lay-off of employees covered by this MOU, the City will notify CTFP of its intention to make lay-

offs. Within ten (10) days of this notice, either party may agree to reopen this MOU to meet and confer on the topic of cost savings in an effort to avoid a lay-off. Nothing in this section relinquishes the City's right to lay-off employees in the unit if the MOU is reopened and the parties fail to reach a mutually acceptable agreement to avoid a lay-off.

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

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

1. Temporary Employees
2. Contractual Employees
3. Permanent Part-Time Employees
4. Probationary Employees
5. Permanent Employees

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

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

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



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

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

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

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

#### **24. Fitness for Duty Examinations**

A. In the event the Department Head has reason to believe that an employee is not physically and/or mentally capable of performing the full duties of the employee's position, or that the employee's condition represents a danger to the employee, other employees or the public, the Department Head may immediately place that employee on sick leave, or other accrued leave, or personal leave without pay if accrued leave is exhausted, or if already on sick leave, require the employee to remain off work until cleared for full duty by the City physician or another physician designated by the City.

B. If the employee so requests, the Department Head shall, prior to implementing the Department Head's decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

#### **25. Military Leave**

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

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

## **26. Professional Development**

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associate's, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.

- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

## **27. Time Bank**

A. Employees may donate two (2) hours of vacation time each year to the CTFP Administrative Board Time Bank. The hours donated to the Time Bank shall be donated on January 1 of each year. These hours may be utilized by CTFP elected officers to attend to CTFP business and educational activities. The City Finance Department will maintain records of all hours donated annually to the Time Bank. Upon request, the City Finance Department will provide CTFP with quarterly information regarding the available balance in the Time Bank and hours utilized.

B. The CTFP President shall authorize the use of Time Bank hours for the elected officers of CTFP. Hours utilized under this section shall be in minimum amounts of four (4) hour increments. For scheduled trainings, schools, etc., the CTFP President shall provide the City Manager or designee with a minimum of fourteen (14) days notice prior to requesting the use of Time Bank hours. The use of Time Bank hours that impacts assigned schedules shall be subject to the approval of the affected Department Head(s).

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

## **28. Workweek**

A. The workweek for all unit members shall be 168 consecutive regularly recurring hours.

B. For employees assigned to a "5 / 8" or "4 / 10" work schedule, the workweek shall begin at 0700 hours on Sunday and end at 0700 hours on the following Sunday.

C. For employees assigned to a "9 / 80" work schedule, each employee's designated FLSA workweek (i.e., 168 regularly recurring hours) shall begin exactly four

(4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off.

## **29. Flexible Work Schedules**

The City will analyze and respond within ninety (90) days to written proposals from CTFP regarding alternative employee work schedules. Such proposals shall be designed with the primary concerns of saving operating costs and enhancing City service level.

## **30. Maintenance of Operation**

CTFP agrees that for the term of this MOU neither CTFP nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities.

## **31. Conclusively**

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

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

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

Except That: The City may change a written policy affecting wages, hours, and other terms and conditions of employment, which are incorporated by reference in this

MOU. The City shall notify CTFP in writing of its intention to do so. If CTFP does not respond within ten (10) calendar days from the date of mailing of such notification, the City shall assume CTFP does not wish to meet and consult on the change in policy. In an emergency, the City retains the right to take such action immediately. CTFP will be offered the opportunity to meet and consult as soon as practicable.

### **32. Past Practices**

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

### **33. Release Time**

Authorized CTFP representatives shall receive reasonable release time for the purposes of collective bargaining, the processing of grievances, joint problem-solving meetings between the City and CTFP, and disciplinary representation. As soon as practicable prior to the release from duties, the designated representatives shall submit a written request for release.

### **34. Sole Agreement**

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

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

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

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

**35. Term of Memorandum of Understanding**

This MOU shall remain in effect for the period of July 1, 2022 through June 30, 2025. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit.

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

The CTFP membership has ratified the contents of this MOU, by their affirmative vote, on or about June 23, 2022. The City Council approved the provisions of this MOU on July 5, 2022.

**For the CITY:**

**For CTFP:**

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

\_\_\_\_\_  
Bill Fox, CTFP President

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

\_\_\_\_\_  
Chris Krahn, CTFP Negotiator

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

\_\_\_\_\_  
Steve Nourian, CTFP Negotiator

\_\_\_\_\_  
Jesse Velez, City Negotiator

\_\_\_\_\_  
PaNhia Vue, CTFP Negotiator

\_\_\_\_\_  
Linda Parry, City Negotiator

\_\_\_\_\_  
Darin Yohman, CTFP Negotiator

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_

**Side Letter Agreement between the City of Clovis and CTFP**

**COVID Premium Pay**

As an acknowledgement for employees who worked during the City of Clovis declared COVID-19 emergency order from March 16, 2020 through March 14, 2022, the City will provide COVID Premium Pay as follows:

- A. For the time period from March 16, 2020 through March 15, 2021, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, and 3159.
- B. For the time period from March 16, 2021 through March 14, 2022, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, and 3159.

The COVID Premium Pay, as described A and B above, will be paid to only current employees, and payment will be made in one lump sum within 30 days following bargaining unit ratification and City Council approval of a new three-year MOU with a term of July 1, 2022 through June 30, 2025. “Current employee” is defined as an active employee of the City of Clovis on the day this side letter is approved by City Council.

Employees may voluntarily choose to divert some or all of the COVID Premium Pay funds into their Deferred Compensation 457 plan with the following requirements:

- The employee’s 457 plan contributions must be below the annual cap (including both City and employee contributions).
- No later than one full pay period prior to the COVID Premium Pay cash out, the employee must complete a form in Personnel changing the amount of deferred comp contribution.
- No later than the date of the COVID Premium Pay cash out, the employee must complete another form in Personnel returning their deductions to their prior level for following pay periods.

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

For the City of Clovis:

For CTFP:

\_\_\_\_\_  
Jesse Velez, I.T. Deputy Director

\_\_\_\_\_  
Bill Fox, CTFP President

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

\_\_\_\_\_  
Chris Krahn, CTFP Negotiator

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

\_\_\_\_\_  
Steve Nourian, CTFP Negotiator

\_\_\_\_\_  
Linda Parry, City Negotiator

\_\_\_\_\_  
PaNhia Vue, CTFP Negotiator

\_\_\_\_\_  
Darin Yohman, CTFP Negotiator

Attest: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_



**SIDE LETTER OF AGREEMENT  
BETWEEN CITY OF CLOVIS  
AND  
CONFIDENTIAL TECHNICAL AND FINANCIAL PROFESSIONALS  
  
Teleworking Agreement**

This Side Letter of Agreement is made by and between the City of Clovis (City) and the Confidential Technical and Financial Professionals (CTFP).

The City agrees to allow Teleworking on a trial basis in order to determine the effectiveness and impact to operations and service to the community.

This Side Letter confirms and memorializes the understanding reached between the City of Clovis through its representatives and the CTFP Bargaining Unit concerning Teleworking.

Definitions:

1. Telework – City work conducted by a Teleworker at a work site other than a City office or other City location.
2. Teleworker – is an Employee who has been approved, in writing, by their supervisor to Telework

Telework Program

1. On a trial basis, from July 1, 2022, to June 30, 2025, reviewed annually whether to continue the program, the City will consider requests from employees to Telework.
2. Telework is a privilege, not a right, so employees shall gain no rights to Telework.

Eligibility

1. Employees must obtain prior written authorization from their immediate supervisor to Telework.
2. Not every job, or every employee, is well-suited for Telework so eligibility for Telework is based on the position, employee, and Telework environment. Factors that will be considered by the supervisor include but are not limited to, whether tasks can be accomplished independently, the ability to support the work of others and contribute to operations in a similar manner to in the office, the employee's ability to set priorities and manage time, work independently, and meet or exceed expectations of the position.
3. In addition to the employee eligibility requirements, the approval of an alternate work schedule is dependent on it not increasing costs to the City, not negatively

impacting service to internal departments or the community, and not reducing the efficiency or productivity of the employee.

### Guidelines

1. Telework does not change the duties, obligations, responsibilities, or terms and conditions of City employment.
2. Telework must comply with all City rules, policies, practices, and instructions, including but not limited to the City's record retention policy as it pertains to the Public Records Act.
3. Approved Teleworkers may Telework no more than eighteen (18) hours per month. However, additional Telework hours may be assigned to Information Technology employees by their supervisor for the following Telework purposes:
  - a. Off-hours remote installation of updates for servers and services
  - b. On-call / stand-by support and troubleshooting
  - c. Online "bootcamp" type training assigned by the employee's supervisor
4. The employee's supervisor will design and approve the Teleworker's Teleworking schedule.
5. Telework hours, overtime compensation, and vacation schedules must conform to state and federal law, City Municipal Code, City and department policies, the provisions of the Memorandum of Understanding (MOU), and to the terms of the Telework Agreement. Requests to work overtime, use sick leave, vacation or other leave must first be approved by the Teleworker's supervisor in the same manner as when working in the office.
6. The Teleworker's rate of pay, benefits, work status, and/or work responsibilities will not change due to participation in the Teleworking program.

### Employee Rights and Responsibilities

1. Teleworkers must sign a Telework Agreement prior to beginning Telework and designate an alternative work location. Employee agrees to obtain approval immediately from their supervisor when they require a change to the approved alternate work location.
2. Teleworkers must perform work during their Telework scheduled hours as designed and approved by their supervisor.
3. Teleworkers must have the supplies, equipment, and access necessary to work efficiently and effectively at the alternative work location.
4. Unless otherwise noted in the written approval, Teleworkers must be available during normal business hours and are required to attend on-site City, department, and division meetings.
5. Teleworkers acknowledge they must forgo telework when their physical presence is required in the office on regularly scheduled telework days. The employee may be required to report to the office without prior notice.

6. Teleworking is not a substitute for paid time off including but not limited to vacation, compensatory time off, sick time, or other leave balances, nor is it a substitute for child, elder, or other dependent care. If ill, taking vacation, or conducting personal business, Teleworkers are expected to call in, report their illness or status to their supervisor/manager, and use the appropriate leave.
7. Teleworker must record and report all time accurately as prescribed by the applicable policy, practice, MOU, law, or City Ordinance. If the Teleworker is not able to work on a day scheduled for Telework, the Teleworker must code their timecard using the appropriate time to represent an absence. If a Teleworker works overtime while teleworking, that time must be recorded and reported accurately as well.
8. Teleworkers may not engage in activities while Teleworking that would not be permitted at the regular worksite.
9. Teleworkers must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to the City work they access from their Telework worksite or transport from their City worksite. Teleworkers must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from their Telework worksite or transport from their City worksite to their telework worksite.
10. Use of the computer software, data, and supplies provided by the City to the Teleworker are restricted to City use. The Teleworker will ensure that such software, data, and supplies are used for City business only and are not used for personal or non-City business. The Teleworker will ensure that such use of all software, data, and supplies is in accordance with City policy at all times.
11. Teleworker is responsible for ensuring the City-owned equipment is properly used. Teleworkers must protect City-owned equipment from theft, loss, and/or damage. The Teleworker may be liable for replacement or repair of City-owned equipment, software, or supplies in compliance with applicable negligence laws or intentional conduct in the event of theft, loss, and/or damage.
12. It is the responsibility of the Teleworker to ensure that a proper environment is maintained as if they were in City Offices. To that end, Teleworkers should ensure that there are no outside influences that would interfere with or prevent performance of their regular job duties. For example, dependent care arrangements must be made so as not to interfere with the work, and personal disruptions such as nonbusiness telephone calls and visitors must be kept to a minimum.
13. It is the responsibility of the Teleworker to ensure that a safe work environment is maintained as if they were in City Offices. Teleworkers should maintain a safe workspace, free from hazards, that follows the City's ergonomic standards, and is free from dangers to the Teleworker and equipment.
14. Maintenance, repair, and replacement of Teleworker-owned equipment will be the responsibility of the Teleworker. No stipend will be provided for the use of internet services away from City facilities. In the event a Teleworker is unable to work remotely (e.g., lack of internet access), the employee shall inform their supervisor immediately and return to the office to resume work as soon as possible.

- 15. All City owned equipment issued to a Teleworker must be returned immediately upon the end of their Telework Agreement.
- 16. All City rules regarding the use of computers and the internet apply while a Teleworker is Teleworking, regardless of whether the Teleworker is using City-provided or personal equipment.
- 17. If a Teleworker incurs a work-related injury during agreed upon work hours, worker's compensation laws and rules apply just as they would if such an injury occurred at a City facility.
- 18. Breach of the Telework Agreement may result in disciplinary action, up to and including termination of employment.

City Rights and Responsibilities

- 1. The City assumes no liability for injuries occurring at the Telework location if such injury occurs either outside the agreed upon work hours or outside the designated work location and which are non-work related.
- 2. The City is only responsible for supporting City-owned computers, software, data, and supplies and the approval of Telework does not create responsibility of the City for any non-authorized supplies, equipment, or tools.
- 3. Maintenance, repair, and replacement of City-owned equipment issued to Teleworker will be the responsibility of the City. In the event of equipment malfunctions, the Teleworker must notify their supervisor immediately. If repairs will take some time, the Teleworker may be asked to report to a City office until the equipment is usable.
- 4. The City is not liable for damages to any Teleworker's personal or real property while the Teleworker is working at an alternative worksite.
- 5. Telework may be denied, suspended, modified, or terminated at any time and for any reason at the discretion of the Teleworker's Department Head.

DATE SIGNED: \_\_\_\_\_

**For the City:**

**For CTFP:**

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

\_\_\_\_\_  
Bill Fox, CTFP President

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

\_\_\_\_\_  
Chris Krahn, CTFP Negotiator

\_\_\_\_\_

\_\_\_\_\_

Lori Shively, City Negotiator

Steve Nourian, CTFP Negotiator

Attest: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: July 5, 2022

SUBJECT: General Services – Approval – Res. 22-\_\_\_\_, Approval of a Memorandum of Understanding between the City of Clovis and the Transit Employees Bargaining Unit.

ATTACHMENTS: 1. Res. 22-\_\_\_\_, and MOU

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to approve a resolution authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Transit Employees Bargaining Unit (TEBU) bargaining unit, for the term of July 1, 2022, through June 30, 2025.

### EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the TEBU bargaining unit for a successor MOU. Council authorization is required to implement the proposed amendments to the TEBU MOU.

### BACKGROUND

The 2019-2022 MOU between the City and TEBU expires June 30, 2022. The City's negotiating team and TEBU representatives have recently concluded negotiations for a successor MOU. A summary of the changes in the proposed MOU is below.

- Salary increases as follows:
  - FY 2022-23: 5.0% wage increase
  - FY 2023-24: 3.0% wage increase
  - FY 2024-25: 3.0% wage increase.
- In addition to the wage increase above, the following positions will receive equity increases as follows:
  - Bus Driver: 10.0%
  - Lead Bus Driver: 0.72%
  - Transit Dispatcher: 0.29%

- Side letter for COVID Premium Pay up to \$4,000 per employees who worked during the City emergency order.

The TEBU membership ratified the terms of the proposed MOU on or about June 17, 2022.

### **FISCAL IMPACT**

The proposed amendments to the TEBU MOU will result in approximate increased costs for salary, incentives, and COVID premium pay of approximately \$521,200 over the next three (3) years, which will be budgeted during the term of the agreement.

### **REASON FOR RECOMMENDATION**

The proposed 2022-2025 MOU between the City and TEBU maintains reasonable wages and working conditions related to the labor market for employees in the TEBU bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council resolution. The proposed amendments are within the financial parameters authorized by City Council and will preserve the City's ability to attract and retain qualified personnel.

### **ACTIONS FOLLOWING APPROVAL**

City staff and TEBU representatives will sign the proposed 2022-2025 MOU and any side letter agreements. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager AH

**RESOLUTION 22-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND THE TRANSIT EMPLOYEES BARGAINING UNIT (TEBU)**

**WHEREAS**, a Memorandum of Understanding exists between the City of Clovis and the Transit Employees Bargaining Unit (the Parties); and

**WHEREAS**, the Memorandum of Understanding expires on June 30, 2022; and

**WHEREAS**, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and

**WHEREAS**, the proposed TEBU Memorandum of Understanding 2022-2025 and side letters are attached as Attachment A.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Transit Employees Bargaining Unit for the term of July 1, 2022, through June 30, 2025.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



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

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

**ATTACHMENT A**

## TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Introduction .....	1
1.	Unit Description .....	1
2.	Purpose .....	1
3.	City Rights .....	2
4.	Employee Rights.....	2
5.	Dues Deduction .....	2
6.	Union Access.....	2
7.	Non-Discrimination .....	3
8.	Wage Scale and Retirement Contributions .....	4
9.	Health, Life and Dental Insurance Compensation.....	6
10.	Holidays .....	8
11.	Sick Leave .....	9
12.	Family Illness Leave .....	10
13.	Vacation.....	11
14.	Overtime .....	11
15.	Specialty Pay .....	12
16.	Stand-By Pay.....	13
17.	Safety Incentive Pilot Program.....	13
18.	Compensatory Time .....	14
19.	Bereavement Leave.....	14
20.	Donation of Leave Time.....	14
21.	Leave of Absence Without Pay.....	16
22.	Minimum Callback Pay .....	16
23.	Mileage.....	16
24.	Jury Duty.....	16
25.	Grievance Procedure .....	17
26.	Lay-Off .....	20
27.	Physical Examinations .....	22
28.	Uniform Allowance .....	22
29.	Military Leave.....	23
30.	Professional Development.....	23
31.	Workweek .....	24
32.	Flexible Work Schedules .....	24
33.	Labor-Management Committee .....	24
34.	Maintenance of Operations.....	25
35.	Conclusively.....	25
36.	Past Practices.....	26
37.	Designation of Confidential Employees .....	26
38.	Release Time.....	26
39.	Sole Agreement.....	26
40.	Term of Memorandum of Understanding .....	27

**Introduction**

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

**1. Unit Description**

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

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

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

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

**2. Purpose**

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

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

### **3. City Rights**

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

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

### **4. Employee Rights**

Consistent with the Meyers-Milias-Brown Act, found in the California Government Code beginning with Section 3500, employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

### **5. Dues Deduction**

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

### **6. Union Access**

The City and TEBU/OE3 agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

#### Access to employee new hire orientations

- At least ten days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one

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

- The amount of Union Representatives present during the orientation is limited to two representatives.
- Time allotted for union access during the orientation will be fifteen (15) minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1<sup>st</sup> and 16<sup>th</sup> of the month. If the 1<sup>st</sup> or 16<sup>th</sup> is on a weekend or a holiday the orientation will be on the first working day after the 1<sup>st</sup> or 16<sup>th</sup>.
- The City will reserve the right to hold the orientations on different days in case of an unusual situation.
- If mutually agreed upon the ten day notification can be reduced to allow the new hire an earlier start date.
- Orientation time may vary depending on staffing levels and number of employees attending the orientation.

Access to new hire employee personal information:

Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.

Access to current employee personal information

Both the City and TEBU/OE3 agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to TEBU/OE3 once a year. The personal information will be distributed to the Union President once per calendar year by the 15<sup>th</sup> of January.

The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

Opt-Out Provision

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

## **7. Non-Discrimination**

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

**8. Wage Scale and Retirement Contributions**

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

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

1. Fiscal Year 2022-2023: The following wage adjustments shall become effective on the first day of the first payroll period following TEBU/OE3 ratification and City Council approval of this MOU.
  - All positions shall receive a 5.0% wage increase.
  - Bus Driver classification shall receive a 10.0% equity adjustment for a total increase of 15.0%.
  - Lead Bus Driver classification shall receive a 0.72% equity adjustment for a total increase of 5.72%.
  - Transit Dispatcher classification shall receive a 0.29% equity adjustment for a total increase of 5.29%.
  
2. Fiscal Year 2023-2024:
  - Effective July 1, 2023, all positions shall receive a 3.0% wage increase.
  
3. Fiscal Year 2024-2025:
  - Effective July 1, 2024, all positions shall receive a 3.0% wage increase.

C. Retirement

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

2. PERS Classic Employees (per 2013 PEPRA regulations)

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

3. PERS New Members (per 2013 PEPRA regulations)

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

\*Pursuant to PEPRA regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify TEBU/OE3 prior to implementation of any rate changes to New Employee EPMC.

- 4. The Employee Cost-Sharing amounts specified in C. 2-3 above shall apply to employees classified as "PERS Classic Employees" and to employees classified as "PERS New Members", as defined by 2013 PEPRA regulations.
- 5. For all employees classified as "PERS Classic Employees" (per 2013 PEPRA regulations) the City will continue to provide the benefit known as "PERS single Highest Year Benefit" throughout the term of this agreement.

For all employees classified as "PERS New Members" (per 2013 PEPRA regulations), the City will continue to provide the benefit known as "PERS 3 Year Final Compensation".

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

E. Deferred Compensation

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

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

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

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

**F. Credit for Unused Sick Leave**

The City shall, during the term of this agreement, continue to provide the PERS benefit known as "PERS Credit for Unused Sick Leave (Govt. Code Section 20965).

**9. Health, Life, and Dental Insurance Compensation**

- A. The City and TEBU/OE3 agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.
- B. The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.
- C. If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.
- D. The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.



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

F. Health Premium Rebate

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

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

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

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

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

G. Supplemental Life Insurance

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

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

## H. State Disability Insurance

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

## 10. **Holidays**

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

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

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

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

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

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

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

**11. Sick Leave**

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

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

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

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

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

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

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

**F. Medical Appointments**

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

**G. Sick Leave Cash Out at Retirement**

1. Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out of up to 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out.
2. Employees wishing to participate in this benefit shall notify the Personnel / Risk Management Division of their intention within thirty (30) days of their retirement date by completing a Sick Leave Cash-Out Benefit form.
3. Unused sick leave hours will be cashed-out as noted above. The sick leave hours that remain after the cash-out will be certified to PERS for the benefit known as "Credit for Unused Sick Leave."

**12. Family Illness Leave**

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

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

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

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

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

**13. Vacation**

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

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

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

**14. Overtime**

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

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

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

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

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

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

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

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

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

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

## 15. Specialty Pay

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

### Weekend Differential Pay for Lead Bus Drivers

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

**16. Standby Pay**

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

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

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

**17. Safety Incentive Program**

A. The City shall pay a safety incentive bonus to each eligible employee on December 16<sup>th</sup> of each year. Eligible employees shall receive the following annual safety incentive bonus based upon the number of injury/accident free years:

<u>Time Period</u>	<u>Annual Bonus</u>
2 – 4 Years	\$100.00
5 – 9 Years	\$200.00
10 – 14 Years	\$300.00
15 or More Years	\$400.00

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

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

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

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

## **18. Compensatory Time-Off**

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

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

## **19. Bereavement Leave**

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

## **20. Donation of Leave Time**

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



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

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

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

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

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

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

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

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

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

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

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

**21. Leave of Absence Without Pay**

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

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

**22. Minimum Callback Pay**

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

**23. Mileage**

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

**24. Jury Duty**

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

## 25. Grievance Procedure

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

### Policy Statement

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

### Purpose

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (3) Grievance adjustment should be more concerned with “what is right” and less concerned with “who is right”. Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- (4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived their grievance. This shall not apply when the aggrieved party requests an opportunity to address the Council. Decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.
- (5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessary indicate agreement to the factual content.
- (6) Any costs of operating the grievance procedure shall be borne jointly by the City and the Grievant.
- (7) By mutual written agreement, the time limit at any Level may be extended.
- (8) The conferee shall conduct all applicable duties, whenever possible, during “non-working” hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee’s job performance and (2) the conferee received no overtime compensation by the City for time so spent.

## **26. Lay-Off**

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

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

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

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

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

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

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

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

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

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

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

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

## **27. Physical Examinations**

A. In the event the Department Head has reason to believe that an employee is not physically capable of performing the full duties of the employee's position, or that the employee's condition represents a danger to the employee, other employees or the public, the Department Head may immediately place that employee on sick leave, or other accrued leave, or personal leave without pay if accrued leave is exhausted, or if already on sick leave, require the employee to remain off work until cleared for full duty by the City physician or another physician designated by the City.

B. If the employee so requests, the Department Head shall, prior to implementing the Department Head's decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

## **28. Uniform Allowance**

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



## 29. Military Leave

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

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

## 30. Professional Development

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associate's, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.

- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or Master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

### **31. Workweek**

1. The workweek for all unit members shall be 168 consecutive regularly recurring hours.
2. For employees assigned to a "5 / 8" or "4 / 10" work schedule, the workweek shall begin at 0700 hours on Sunday and end at 0700 hours on the following Sunday.
3. For employees assigned to a "9/80" work schedule, each employee's designated FLSA workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off.

### **32. Flexible Work Schedules**

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

### **33. Labor-Management Committee**

- A. Purpose: The purpose of the Labor – Management Committee is to provide a forum for representatives of the City and TEBU/OE3 to discuss issues of concern to either party dealing with application or provisions of this MOU, workplace safety and efficient work practices.
- B. Structure: The Labor – Management Committee shall be comprised of a reasonable number of representatives of the City and TEBU/OE3. If

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

### **34. Maintenance of Operation**

TEBU/OE3 agrees that for the term of this MOU neither TEBU/OE3 nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities.

### **35. Conclusively**

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

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

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

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

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

### **36. Past Practices**

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

### **37. Designation of Confidential Employees**

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

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

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

### **38. Release Time**

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

### **39. Sole Agreement**

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

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

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

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

**40. Term of Memorandum of Understanding**

A. This MOU shall remain in effect for the period of July 1, 2022 through June 30, 2025. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of TEBU/OE3.

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

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

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

\* \* \* \* \*

**For the CITY:**

**For TEBU:**

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

\_\_\_\_\_  
Allen Dunbar, OE-3 Chief Labor Negotiator

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

\_\_\_\_\_  
Christina Ignas, TEBU/OE3 Negotiator

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

\_\_\_\_\_  
Stacey Leggett, TEBU/OE3 Negotiator

\_\_\_\_\_  
Amy Hance, City Negotiator

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_

**Side Letter Agreement between the City of Clovis and TEBU**

**COVID Premium Pay**

As an acknowledgement for employees who worked during the City of Clovis declared COVID-19 emergency order from March 16, 2020 through March 14, 2022, the City will provide COVID Premium Pay as follows:

- A. For the time period from March 16, 2020 through March 15, 2021, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, and 3159.
- B. For the time period from March 16, 2021 through March 14, 2022, Employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee’s timesheet in payroll codes: 3001, 3003, 3005, and 3159.

The COVID Premium Pay, as described A and B above, will be paid to only current employees, and payment will be made in one lump sum within 30 days following bargaining unit ratification and City Council approval of a new three-year MOU with a term of July 1, 2022 through June 30, 2025. “Current employee” is defined as an active employee of the City of Clovis on the day this side letter is approved by City Council.

Employees may voluntarily choose to divert some or all of the COVID Premium Pay funds into their Deferred Compensation 457 plan with the following requirements:

- The employee’s 457 plan contributions must be below the annual cap (including both City and employee contributions).
- No later than one full pay period prior to the COVID Premium Pay cash out, the employee must complete a form in Personnel changing the amount of deferred comp contribution.
- No later than the date of the COVID Premium Pay cash out, the employee must complete another form in Personnel returning their deductions to their prior level for following pay periods.

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

For the City of Clovis:

For TEBU:

\_\_\_\_\_  
Amy Hance, General Services Manager

\_\_\_\_\_  
Allen Dunbar, OE-3 Chief Labor Negotiator

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

\_\_\_\_\_  
Christina Ignas, TEBU President

\_\_\_\_\_  
Lori Shively, Personnel/Risk Manager

\_\_\_\_\_  
Stacey Leggett, TEBU Negotiator

Attest: \_\_\_\_\_  
Karey Cha, City Clerk

Date: \_\_\_\_\_





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: July 5, 2022

SUBJECT: General Services – Approval – Res. 22-\_\_\_\_, Authorizing COVID Premium Pay for Unrepresented Extra Help Employees.

ATTACHMENTS: 1. Res. 22-\_\_\_\_

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

For the City Council to approve a resolution authorizing COVID Premium Pay unrepresented extra help employees.

### **EXECUTIVE SUMMARY**

It is recommended that the City Council authorize COVID Premium Pay for unrepresented extra help employees who worked during the City's declared emergency.

### **BACKGROUND**

In recognition of the dedication of extra help, contract, and temporary employees who worked during the City's COVID-19 declared emergency, staff is requesting one-time COVID-19 premium pay for these unrepresented employees. The premium pay would be administered in a similar fashion to that of the bargaining units:

Extra help, temporary, and contract employees who worked during the time period of March 16, 2020, through March 15, 2021 will receive \$1.00 per hour actually worked as calculated on the employee's timesheet in payroll code 3005 (not including leaves such as sick, vacation, or COVID-19 leave) not to exceed \$2,000.

Extra help, temporary, and contract employees who worked during the time period of March 16, 2021, through March 14, 2022 will receive \$1.00 per hour actually worked as calculated on the employee's timesheet in payroll code 3005 (not including leaves such as sick, vacation, or COVID-19 leave) not to exceed \$2,000.

The total COVID Premium Pay for extra help, temporary and contract employees shall not exceed \$4,000.00

The COVID Premium Pay would be provided only to current employees as of the date of approval of the COVID Premium Pay resolution.

**FISCAL IMPACT**

The proposed COVID Premium Pay for all current extra help, temporary, and contract employees is a one-time cost of approximately \$118,000.

**REASON FOR RECOMMENDATION**

Extra help, temporary, and contract employees were integral in providing service to the community and back filling for full-time employees during the City's declared emergency. The proposed COVID-19 Premium Pay recognizes their contributions.

**ACTIONS FOLLOWING APPROVAL**

Staff will include the appropriate COVID Premium Pay on the employee's regular paycheck no later than August 1, 2022.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager AA

RESOLUTION 22-\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING COVID PREMIUM PAY FOR EXTRA HELP, TEMPORARY, AND CONTRACT EMPLOYEES

WHEREAS, the City Council recognizes and appreciates the dedication of extra help, temporary, and contract employees who worked during the City’s COVID-19 emergency order; and

WHEREAS, the City’s emergency order was in effect from March 16, 2020 through March 14, 2022; and

WHEREAS, extra help, temporary, and contract employees who worked during the time period of March 16, 2020, through March 15, 2021, will receive \$1.00 per hour actually worked as calculated on the employee’s timesheet in payroll code 3005 (not including leaves such as sick, vacation, or COVID-19 leave) not to exceed \$2,000; and

WHEREAS, extra help, temporary, and contract employees who worked during the time period of March 16, 2021, through March 14, 2022, will receive \$1.00 per hour actually worked as calculated on the employee’s timesheet in payroll code 3005 (not including leaves such as sick, vacation, or COVID-19 leave) not to exceed \$2,000.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis hereby approves COVID Premium Pay for current extra help, temporary, and contract employees as specified above.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote, to wit.

- AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: July 5, 2022

SUBJECT: General Services – Approval – Res. 22-\_\_\_\_, Adopting Wage and Benefit Changes for City of Clovis Unrepresented Management Employees for FY2022-2023, FY 2023-2024, FY 2024-2025, and COVID Premium Pay for Unrepresented Management Employees.

ATTACHMENTS:

1. Res. 22-\_\_\_\_
2. Management Benefit Summary
3. Executive Management Benefit Summary

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to approve a resolution authorizing adjustments in wages and benefits for City management employees during FY 2022-2023, FY 2023-2024, FY 2024-2025, and authorizing COVID Premium Pay for unrepresented management employees.

### EXECUTIVE SUMMARY

It is recommended that the City Council authorize specific changes to the wages and benefits provided to City management employees during FY2022-2023, FY2023-2024 and FY2024-2025. The recommended changes include wage increases of 5.0% FY 2022-2023, 3.0% in FY 2023-2024, 3.0% in FY 2024-2025, equity or compaction adjustments to seventeen classifications as indicated in Attachment 1. In addition to cost of living, equity and compaction adjustments, it is recommended that Council authorize COVID Premium Pay for unrepresented management employees.

### BACKGROUND

Staff recommends wage and benefit adjustments for City management employees in FY2022-2023, FY2023-2024, and FY2024-2025. The proposed changes as stated in Attachment A, would result in City management employees receiving across-the-board wage adjustments of 5.0% in FY 2022-2023 and 3.0% in each FY 2023-2024 and FY 2024-2025. Adjustments to seventeen classifications are recommended due to either below market wages, a parity adjustment, or compaction issues with subordinate classes as indicated in Attachment 1.

Other changes to management and executive management changes included in the revised summaries include an increase in monthly vehicle allowance, changes to deferred comp match for PERS Classic Employees in sworn Police and Fire positions, and other minor adjustments.

In addition, staff recommends COVID Premium Pay be administered to unrepresented management employees in a similar fashion to that of the bargaining units.

**FISCAL IMPACT**

The proposed amendments to the management and executive management compensation and budget will result in approximate net increased salary costs of \$1,700,000 over the next three (3) years, which will be budgeted during the term of the agreement.

**REASON FOR RECOMMENDATION**

The proposed amendments are within the financial parameters authorized by the City Council and will preserve the City's ability to attract and retain qualified personnel. Prior to implementation, the proposed changes must be authorized by City Council Resolution.

**ACTIONS FOLLOWING APPROVAL**

Staff will implement the proposed wage and benefit changes as described.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager AA

RESOLUTION 22-\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING WAGE CHANGES FOR CITY OF CLOVIS MANAGEMENT EMPLOYEES FOR FY 2022-2023, FY 2023-2024, FY 2024-2025

WHEREAS, the City Council authorizes a wage and benefit package for City management employees; and

WHEREAS, the City's wage and benefit package is designed to attract and retain highly qualified management employees; and

WHEREAS, it is appropriate to establish City management wage and benefit packages for FY 2022-2023, FY 2023-2024, and FY 2024-2025; and

WHEREAS, a Summary of management employee wage and benefit changes, including one-time COVID Premium Pay, is attached as Attachment A.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis hereby adopts specific wage and benefit changes for City management personnel for FY 2022-2023, FY 2023-2024, and FY 2024-2025.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote, to wit.

- AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

ATTACHMENT 1

**SUMMARY OF WAGE AND BENEFIT CHANGES FOR CITY MANAGEMENT  
EMPLOYEES FOR FY 2022-2023, FY 2023-2024, AND FY 2024-2025**

1. Term

July 1, 2022, through June 30, 2025

2. Wages

The following wage increases will be implemented:

- July 1, 2022                      5.0%
- July 1, 2023                      3.0%
- July 1, 2024                      3.0%

In addition to across-the-board increases listed above, the following management classifications were determined to either be below the labor market median, had compaction issues with subordinate classes, and/or a parity issue, and will receive the following additional increases:

<b>Classification</b>	<b>Equity</b>	<b>Compaction</b>
Business Development Manager	5.88%	
City Clerk	10.00%	
Deputy Fire Chief		0.69%
Fire Chief	7.00%	
Police Captain	5.43%	
Police Chief	2.54%	2.89%
Police Lieutenant	0.39%	0.78%
Police Services Manager		1.17%
Public Utilities Director	7.23%	
Solid Waste Manager	6.89%	
Utilities Manager	10.00%	
Water Production Manager	2.66%	
Information Technology Supervisor		4.80%
Deputy Director of IT		2.20%
Supervising Civil Engineer		9.92%
Executive Assistant		2.11%

**ATTACHMENT A**

- City Engineer will be increased to be the same as Assistant Public Utilities Director classification.

### 3. Deferred Comp Match

In addition to the above increases, PERS Classic members in Police and Fire Command Staff positions listed below will receive an additional 3.0% wage increase but will no longer receive a 3.0% deferred compensation match.

- Fire Chief
- Deputy Fire Chief
- Fire Battalion Chief
- Police Chief
- Deputy Police Chief
- Police Captain
- Police Lieutenant

### 4. Vehicle Allowance

Vehicle allowance for management and executive management increases to \$550.00 per month.

### 5. Police Uniform Allowance

Sworn police uniform allowance increased to \$1,500.

### 6. Lateral Transfer Benefit

The lateral transfer benefit of an extra 80 hours sick and 80 hours management compensation time has been eliminated for sworn Fire management but remains for sworn Police management.

### 6. COVID Premium Pay

As an acknowledgement for management employees who worked during the City of Clovis declared COVID-19 emergency order from March 16, 2020, through March 14, 2022, the City will provide COVID Premium Pay as follows:

- A. For the time period from March 16, 2020, through March 15, 2021, management employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee's timesheet in payroll codes: 3001, 3003, 3005, and 3159.
- B. For the time period from March 16, 2021, through March 14, 2022, management employees will receive up to \$2,000, prorated to be equivalent to their actual regular hours worked, not including overtime. Regular hours is defined as hours calculated on the employee's timesheet in payroll codes: 3001, 3003, 3005, and 3159.

The COVID Premium Pay, as described A and B above, will be paid to only current employees, and payment will be made in one lump sum within 30 days following City Council approval of the 2022-2025 management salary adjustments. "Current employee" is defined as an active employee of the City of Clovis on the day the 2022-2025 management salary adjustments are approved by City Council.





## MANAGEMENT EMPLOYEES BENEFITS SUMMARY

**March 15 July 5, 2022**

The following is a summary of the benefits available to management employees of the City of Clovis. For more information on any of the benefits listed below, contact the Personnel/Risk Management Division at (559) 324-2725.

**1. PAID VACATION**

Vacation is provided to allow employees paid time away from work to rest, recreate and return to work with renewed vigor and a fresh perspective. Increases in vacation accrual rates provide reinforcement for and recognition of length of service. Paid vacation time will accrue as follows per pay period/workdays per year/maximum accrual. However, sworn Police and Fire command staff that enter City employment with a minimum of five (5) or more years of prior sworn law enforcement or sworn fire service experience with a public agency will accrue vacation leave at the level commensurate with their years of public service for benefit accrual purposes.

Years of Service	40 hour week Employees	56 hour week Employees
0 to 7 <sup>th</sup> anniversary	5 hrs./15 days/280 hrs. Max.	7 hrs./15 days/392 hrs. Max.
8 <sup>th</sup> to 14 <sup>th</sup> anniversary	6 hrs./18 days/328 hrs. Max.	8.4 hrs./18 days/459.2 hrs. Max.
15 <sup>th</sup> to 19 <sup>th</sup> anniversary	6.7hrs./20 days/360 hrs. Max.	9.3 hrs./20 days/504 hrs. Max.
20 <sup>th</sup> anniversary plus	8 hrs./24 days/424 hrs. Max.	11.2 hrs./24 days/593.6 hrs. Max.

**2. PAID SICK LEAVE and SICK LEAVE INCENTIVE**

**a.** In order to ensure that employees have the opportunity to tend to their health issues and provide incentive for judicious use of sick leave benefit, the City provides sick leave and a sick leave incentive program.

**b.** The sick leave incentive benefit compensates employees up to 50% of a calendar year’s unused accrual based on usage after an accumulation of 20 days of sick leave. The incentive is paid automatically on the first paycheck following November 16 of each year.

Annual Sick Leave Incentive - 40 Hour Week Employees		
Hours Used During Preceding 12 Month Period	Number of Cash-out Hours Available	Percent of Cash-Out
-0-	96	50%
.1 to 8	88	45%
8 to 16	80	40%
16 to 24	72	35%
24 to 32	64	30%
32 to 40	56	25%

Formatted: Font: 14 pt, Bold

Formatted: Centered

**Attachment 2**

**Management Employees Benefits Summary  
July 5, 2022  
Page 2 of 10**

Annual Sick Leave Incentive 56 Hour Week Employees		
Hours Used During Preceding 12 Month Period	Number of Cash-out Hours Available	Percent of Cash-Out
-0-	134.4	50%
.1 to 11.2	123.2	45%
11.2 to 22.4	112	40%
22.4 to 33.6	100.8	35%
33.6 to 44.8	89.6	30%
44.8 to 56	78.4	25%

c. Managers who retire from the City with a normal retirement have the choice to cash-out up to 25% of their sick leave balance on their date of retirement. The cash-out may be applied to the deferred compensation ~~plan, or plan or~~ may be received in cash. The balance of unused sick leave hours after the cash-out will be certified to PERS for the benefit known as “Credit for Unused Sick Leave.”

d. One-half (½) the annual accrual of sick leave per calendar year may be used to attend to an illness of a child, parent, spouse, registered domestic partner, sibling, parent-in-law, a grandparent, or a grandchild. (Labor Code 233(a)). Leave taken under Labor Code 233(a) will count toward the satisfaction of leave rights under AB1522.

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

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

**3. PAID HOLIDAYS**

a. The City recognizes 10 scheduled paid holidays and one (1) paid floating holiday to be used at the mutual agreement of the employee and their supervisor. A four (4) hour floating holiday for all managers is available to be used on either the workday before Christmas Day or the workday before New Year’s Day, subject to the needs of the City.

b. On July 1st of each year, the Deputy Police Chief and Police Captains and Lieutenants shall be provided with 100 hours of holiday time in lieu of paid leave time off for holidays observed by the City. Up to 100 hours may be cashed-out each year at the employee’s option. 56/40 hour week Battalion Chiefs are provided with 200/142.86 hours of holiday time and are allowed to cash out up to 200/142.86 hours each year. The Deputy Fire Chief is provided with 142.86 hours each year and may cash out up to 142.86 hours of holiday time each year. On July 1 of each year, the safety managers will notify finance of the number of holiday hours they intend to cash out or use so that it may be reported to PERS as earned in accordance with PERS requirements.

**Management Employees Benefits Summary**  
**July 5, 2022**  
**Page 3 of 10**

Holiday hours must be used or cashed within the fiscal year unless an extension for use has been approved by the City Manager.

c. If an employee leaves employment with the City prior to June 30, an amount equal to the pro-rata holiday time that has been unearned will be deducted from the final paycheck.

**4. MANAGEMENT LEAVE**

a. In recognition of the effort and contributions required of Management employees beyond the “normal” workday, the City provides additional leave time. Management employees receive 56 hours of management leave per fiscal year (posted on the first check after July 5th). Up to 56 hours of unused management leave is automatically cashed out on the first check after June 17th of each year. By request, up to 40 hours of unused management leave may be carried over until December 31<sup>st</sup>. Management leave cannot accumulate to an amount greater than 56 hours, except for hours carried over. After December 31<sup>st</sup>, balances exceeding the 56 hours will be reduced to the normal maximum of 56 hours.

b. Fifty-six (56) hour per week Fire Management employees will receive 78.4 hours of management leave. By request, they may carry over fifty-six (56) hours of unused management leave until December 31<sup>st</sup>. For these employees Management Leave cannot accumulate to an amount greater than 78.4 hours, except for hours carried over. After December 31<sup>st</sup>, balances exceeding the 78.4 hours will be reduced to the normal maximum of 78.4 hours.

**5. MANAGEMENT INCENTIVE PAY**

In recognition of the unique nature of the efforts and contributions required of Management employees, the City also provides Management Incentive Pay equal to one (1) hour of base rate pay each pay period that a Manager is in paid status. In addition to the one (1) hour of incentive pay, forty hour per week Battalion Chiefs will also receive 5% of base salary as additional management incentive pay.

**6. LATERAL TRANSFER BENEFIT FOR SWORN POLICE COMMAND STAFF**

In order to provide equity with lateral hires of sworn police officers ~~and firefighters~~ and to enhance the ability of the City of Clovis to recruit the highest quality candidates for sworn Police ~~and Fire~~ command staff, the City will provide the following benefits:

- ~~On~~ Upon hire to a sworn Police command staff position, a lateral hire with a minimum of five (5) or more years sworn law enforcement experience ~~or sworn fire service experience~~ with a public agency will receive 40 hours of management compensation time with no cash value and 40 hours of sick leave.
- Upon successful completion of probation, the lateral hire in a sworn Police command staff position will receive an additional 40 hours of management compensation time with no cash value and 40 hours of sick leave.

**7. FAMILY ILLNESS & BEREAVEMENT LEAVE**

The City provides paid leave of up to 24 hours per calendar year to provide required personal care for immediate family members. The City also provides 40 hours of paid bereavement leave per calendar year for employees who experience the death of a family member to allow the

**Management Employees Benefits Summary**  
**July 5, 2022**  
**Page 4 of 10**

employee to attend to various matters related to the passing of the family member. For the purposes of this Section, "immediate family" shall include husband, wife, registered domestic partner, mother/step, father/step, brother/step, sister/step, child/step, grandparent, grandchildren, mothers/fathers in-law, brothers/sisters in-law, sons/daughters in law or legal dependent of the employee.

**8. VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING**

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

**9. MILITARY LEAVE**

The City supports employees who serve in the military. Military Leave requests shall be administered in accordance with the provisions of applicable federal and state law. Employees on active duty Military Orders for 30 or less days in a fiscal year will receive paid Military Leave for that period of service. Copies of the orders must be provided to the department. Employees on active duty over (30) calendar days in one fiscal year shall be paid the difference between the amount of their military pay and their regular pay with the City of Clovis starting on the 31<sup>st</sup> day of their leave. Employees that are on active military leave may be able to reinstate PERS credit for time missed while on an active leave. For more information, please contact the Personnel/Risk Management Division.

**10. MEDICAL, DENTAL, PHARMACY, OPTICAL, and GROUP LIFE INSURANCE**

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

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

**c.** City paid life insurance coverage is \$200,000 for the employee and \$10,000 for dependents.

**11. RETIREE HEALTH INSURANCE**

**a.** Employees with a minimum of five (5) years of service as a regular full time employee immediately preceding separation, and who are currently enrolled in a City health plan or other

**Management Employees Benefits Summary**  
**July 5, 2022**  
**Page 5 of 10**

approved group health plan, and who retire in accordance with PERS age and service requirements are allowed to continue in a City sponsored Medical and Prescription plan at their expense. Details of the retiree health insurance program are provided to retirees active in the program each year before open enrollment.

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

**12. SUPPLEMENTAL LIFE INSURANCE**

Employees have the option to purchase supplemental life insurance in addition to the life insurance coverage provided by the City in item 10 above. Supplemental Group Life Insurance is available at the employee's expense by payroll deduction. There is a 30 day guaranteed purchase provision from date of hire. After 30 days from the date of hire, the insurance company has discretion, through the underwriting process, over policy issuance and amount of issuance. The guaranteed issue amounts are: \$100,000 for the employee, \$25,000 for the spouse and \$2,000 for children. The maximum additional insurance amount is \$500,000 for employees, \$250,000 for spouses and \$2,000 for children.

**13. BUSINESS TRAVEL INSURANCE**

A \$500,000 death benefit for Management employees who die while traveling on City business is provided by the City. Benefits are also paid for bodily dismemberment.

**14. SHORT TERM/LONG TERM DISABILITY INSURANCE**

**a.** In order to provide income replacement due to a non-work related event, the City provides Short and Long Term Disability Insurance. Short Term Disability Insurance provides a benefit equal to 66.67% of base salary up to \$7,000 per month for up to 24 weeks after 14 days of disability. This benefit is paid for by each employee through payroll deduction.

**b.** If an employee continues to be disabled the Long Term Policy begins after 24 weeks. Long Term Disability provides a benefit equal to 66.67% of base salary up to \$7,000 per month for up to two years after 180 days of disability. If an employee is permanently disabled from all occupations, a lifetime monthly benefit (to age 65) is paid to the employee. This benefit is paid for by each employee through payroll deduction.

**15. EMPLOYEE ASSISTANCE PROGRAM**

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

**16. RETIREMENT**

**a.** The City has contracted with the California Public Employees Retirement System (PERS) for employee retirement benefits. The benefits provided are based on the benefit formula, age at

**Management Employees Benefits Summary**  
**July 5, 2022**  
**Page 6 of 10**

retirement, compensation, and length of service in the system. The contract provisions also include a 2% cost of living adjustment, the Level 4 1959 Survivor Benefit, and sick leave service credit conversion for all Managers.

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

Misc. 2.7% at 55 formulas with 8% Employee paid contribution on a pre-tax basis.  
Safety 3% at 50 formula with 9% Employee paid contribution on a pre-tax basis.

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

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

Misc. 2.0% at 62 formulas with 6.75% Employee paid contribution on a pre-tax basis.  
Safety 2.7% at 57 formula with 12.50% Employee paid contribution on a pre-tax basis.

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

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

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

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

Miscellaneous Employees: 8.4%  
 Safety Employees: 8.0%

**17. PRE-RETIREMENT DEATH BENEFITS**

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

b. Beneficiaries of **employees who are eligible to retire** may elect to receive the same benefit as noted above or the 1957 Survivor Benefit which provides a monthly allowance equal to one half of what the highest service retirement allowance would have been had the employee retired

**Management Employees Benefits Summary**  
**July 5, 2022**  
**Page 7 of 10**

on the date of their death. In lieu of either of these benefits, an eligible survivor may receive the Pre-Retirement Option 2W Death Benefit. It provides a monthly benefit to the eligible survivor equal to the amount the employee would have received had the employee retired on the date of their death and elected Option 2W.

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

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

**18. DEFERRED COMPENSATION**

An IRC Section 457 deferred compensation plan is available to all Management employees as a supplemental retirement plan, ~~with the City matching the employee's contribution on a dollar for dollar basis up to 3% of the employee's base pay. The City will match the employee's contribution on a dollar for dollar basis up to 3% of the employee's base pay for all employees, except PERS "Classic Employees" in (Aa) below:~~

a) Effective July 1, 2022, PERS "Classic Employees" in the positions listed had an additional 3% added to the salary matrix in lieu of the deferred compensation match.

1. Deputy Fire Chief
2. Fire Battalion Chief
3. Deputy Police Chief
4. Police Captain
5. Police Lieutenant

b) PERS "New Employees" in the positions listed in (a) are still eligible for the deferred compensation match up to 3% of the employee's base pay.

**19. VEHICLE ALLOWANCE**

Designated management positions receive a \$~~455~~550 per month vehicle allowance in lieu of an assigned City vehicle for business and personal use pursuant to IRS regulations. Miles driven in excess of 50 miles round trip will be paid at the current IRS set mileage rate. To receive a vehicle allowance, the employee must maintain a valid California Driver's license, maintain current registration and qualifying insurance (minimum limit of \$300,000 combined single limit personal liability) on the vehicle, and provide proof of that insurance to the City by December 16 of each

**Management Employees Benefits Summary**  
**July 5, 2022**  
**Page 8 of 10**

year. Failure to provide proof of insurance will result in the vehicle allowance being suspended until the proof is provided. For more information, see the City's Business Travel Policy.

**20. CELLULAR TELEPHONE PROGRAM**

Designated management employees will receive a \$50 per month cellular phone allowance for business and personal use pursuant to IRS regulations.

**21. COMPUTER LOAN PROGRAM**

The computer loan program is intended to encourage computer ownership in order to improve computer skills and organizational efficiency. The City will loan up to \$3,000 for a period of 24 months, interest free, for Management employees to purchase a computer, software, and related devices for professional development and personal use.

**22. PROFESSIONAL DEVELOPMENT**

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree ~~program~~, ~~and program and~~ have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associates, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.



**Management Employees Benefits Summary**  
**July 5, 2022**  
**Page 9 of 10**

E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.

F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.

G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.

H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

**23. SOCIAL SECURITY/MEDICARE**

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

**24. STAND-BY COMPENSATION**

Stand-by compensation shall be provided for managers in the Information Technology Division who participate in the regularly scheduled rotation of 24-hour/7-day coverage for computer services. Compensation for the 24/7 period shall be equivalent to 30% of the weekly base salary. Actual callbacks shall be paid at the straight time rate for actual hours worked.

**25. PUBLIC SAFETY FITNESS INCENTIVE**

In the interest of public safety, the City encourages its public safety managers to maintain a high state of health, wellness, and fitness. To that end, employees in police management classifications who participate in physical fitness testing and attain the necessary benchmarks will receive the same incentive provided to represented employees in the respective departments. (Note: Fire Management Fitness Incentive was added into step one of the salary schedule for Deputy Chief and Battalion Chiefs on July 1, 2019.)

**26. PUBLIC SAFETY MANAGERS EXTRA SHIFT COVERAGE**

Subject to approval by the City Manager, the Deputy Police Chief, Police Captains and Police Lieutenants, Communications Supervisor, Supervisor of Animal Services, and Public Safety Management Analysts who are required to back fill for a subordinate's shift or fill a shift for another safety manager in the same position due to staffing will be provided with additional compensation provided that the extra shift requires working hours beyond those hours regularly scheduled for the work week. The additional compensation will be paid at the straight time rate of pay of the manager filling the shift, unless the manager is filling the shift for a subordinate. When filling a shift for a subordinate, the rate of compensation will be the straight time rate for step 5 of the classification being filled for the duration of the extra shift coverage assignment. ~~If the assignment includes a 56 hour week assignment, the public safety manager will be paid at the 56 hour rate of pay.~~

**Management Employees Benefits Summary**  
**July 5, 2022**  
**Page 10 of 10**

Subject to approval, the Deputy Fire Chief and Battalion Chiefs who are required to backfill for a subordinate's shift or fill a shift for another safety manager in the same position due to staffing will be provided with an additional stipend provided that the extra shift requires working beyond those hours regularly scheduled for the work week. The stipend shall be \$650.00 for the first eight-hours of additional shift coverage and \$325.00 for each additional four-hours of shift coverage. Any shift coverage of fewer than eight hours will be compensated at Step 5 of the 56-hour battalion chief straight time rate.

Fire Safety Managers assigned to emergency incidents, such as Out of County, Assistance by Hire (ABH), Master Mutual/Auto Aid, and California Firefighting Assistance Agreement (CFAA) responses and working beyond their normal scheduled duty hours will be eligible for time and a half their regular rate. This includes portal to portal for all hours worked/assigned. Fire Safety Managers working backfill for employees assigned to these types of incidents will receive time and half for all hours of coverage as needed by the department.

**27. PUBLIC SAFETY EXTRAORDINARY INCIDENT STIPEND**

Each fiscal year, upon recommendation of the Police Chief, the City Manager will have discretion to authorize up to an additional 40 hours of paid compensation to Police Department Command Staff and the Public Affairs and Information Manager who have worked extraordinary law enforcement events or have participated in extraordinary instances or circumstances which required significant additional time in excess of their regular work schedule.

Each fiscal year, upon recommendation of the Fire Chief, the City Manager will have the discretion to authorize up to an additional 40 hours of paid compensation to the Deputy Fire Chief, and Special Projects and Life Safety Manager who have worked extraordinary events or have participated in extraordinary instances or circumstances which required significant additional time in excess of their regular work schedule.

**28. UNIFORMS**

Uniform allowance is provided to management employees as follows:

Sworn Fire Management: \$1,500.00 per fiscal year, paid each pay period.

Sworn Police Management: \$1,250.00 per fiscal year, paid annually in January.

Utility Managers: Purchased by City.

Formatted: Not Highlight



**EXECUTIVE MANAGEMENT  
EMPLOYEES BENEFITS SUMMARY**

**March 15 July 5, 2022**

The following is a summary of the benefits available to Executive Management employees of the City of Clovis. For more information on any of the benefits listed below, contact the Personnel/Risk Management Division at (559) 324-2725.

Executive Management classifications include the City Manager, Assistant City Manager, Community and Economic Development Director, Planning and Development Services Director, Finance Director, Fire Chief, General Services Director, Police Chief, and Public Utilities Director.

**1. PAID VACATION**

Vacation is provided to allow employees paid time away from work to rest, recreate, and return to work with renewed vigor and fresh perspectives. Increases in vacation accrual rates provide reinforcement for and recognition of length of service. Paid vacation time will accrue as follows per pay period/workdays per year/maximum accrual. However, Executive Managers that enter City employment with prior public agency experience will accrue vacation leave at the level commensurate with their years of public service for benefit accrual purposes.

<b>Years of Service</b>	<b>40 hour week Employees</b>	<b>56 hour week Employees</b>
0 to 7 <sup>th</sup> anniversary	5 hrs./15 days/280 hrs. Max.	7 hrs./15 days/392 hrs. Max.
8 <sup>th</sup> to 14 <sup>th</sup> anniversary	6 hrs./18 days/328 hrs. Max.	8.4 hrs./18 days/459.2 hrs. Max.
15 <sup>th</sup> to 19 <sup>th</sup> anniversary	6.7hrs./20 days/360 hrs. Max.	9.3 hrs./20 days/504 hrs. Max.
20 <sup>th</sup> anniversary plus	8 hrs./24 days/424 hrs. Max.	11.2 hrs./24 days/593.6 hrs. Max.

**2. PAID SICK LEAVE and SICK LEAVE INCENTIVE**

**a.** In order to ensure that employees have the opportunity to tend to health issues and to provide incentive for judicious use of the sick leave benefit, the City provides paid sick leave and a sick leave incentive program.

**b.** The sick leave incentive benefit compensates employees up to 50% of a calendar year's unused accrual based on usage after an accumulation of 20 days of sick leave. The incentive is paid automatically on the first paycheck following November 16 of each year.

**Attachment 3**

Formatted: Font: 14 pt, Bold  
Formatted: Centered

**Executive Management Employees Benefits Summary**  
**March 15, July 5, 2022**  
**Page 2 of 9**

<b>Annual Sick Leave Incentive - 40 Hour Week Employees</b>		
Hours Used During Preceding 12 Month Period	Number of Cash-Out Hours Available	Percent of Cash-Out
-0-	96	50%
.1 to 8	88	45%
8 to 16	80	40%
16 to 24	72	35%
24 to 32	64	30%
32 to 40	56	25%

c. Executive Managers have the choice to receive up to 50% cash-out of total accrued sick leave at the time of retirement, or a 25% cash-out at the time of separation of employment in good standing for reasons other than a “normal” retirement. The cash-out may be applied to the deferred compensation plan, or may be received in cash. The balance of unused sick leave hours after the cash-out will be certified to PERS for the benefit known as “Credit for Unused Sick Leave.”

d. One-half (½) of the annual accrual of sick leave per calendar year may be used to attend to the health issues of a child, parent, spouse, registered domestic partner, sibling, parent-in-law, grandparent, or grandchild. (Labor Code 233(a)). Leave taken under Labor Code 233(a) will count toward the satisfaction of leave rights under AB1522.

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

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

**3. PAID HOLIDAYS**

a. The City recognizes 10 scheduled paid holidays, and one (1) paid floating holiday to be used at the mutual agreement of the employee and their supervisor. A four (4) hour floating holiday for all managers is available to be used on either the workday before Christmas Day or the workday before New Year’s Day, subject to the needs of the City.

b. On July 1st of each year, the Police Chief shall receive 100 hours in the Holiday Hour Bank in lieu of paid leave time-off for holidays observed by the City. Up to 100 hours may be cashed-out each year at the Police Chief’s option. On July 1<sup>st</sup> of each year, the Fire Chief shall receive 142.86 hours in the Holiday Hour Bank in lieu of paid leave time-off for holidays observed by the City. Up to 142.86 hours may be cashed-out each year at the Fire Chief’s option. On July 1 of each year, the Fire Chief and Police Chief will notify finance of the number of holiday hours they intend to cash out or use so that it may be reported to PERS as earned in accordance with PERS requirements. Holiday hours must be used or

## Executive Management Employees Benefits Summary

~~March 15, July 5, 2022~~

Page 3 of 9

cashed within the fiscal year unless an extension for use has been approved by the City Manager.

c. If the Fire / Police Chief leaves City employment prior to June 30<sup>th</sup>, an amount equal to the pro-rata holiday time that has been unearned during the fiscal year will be deducted from their final paycheck.

#### 4. MANAGEMENT LEAVE

In recognition of the effort and contributions required of Executive Management employees beyond the “normal” workday, the City provides additional leave time. Executive Management employees receive 96 hours of management leave per fiscal year (posted on the first check after July 5<sup>th</sup>). Up to 56 hours of unused management leave is automatically cashed out on the first check after June 17<sup>th</sup> of each year. Forty (40) hours of management leave has no cash-out value. On June 30<sup>th</sup> of each year, up to a maximum of 40 hours of unused management leave will automatically be carried over until December 31<sup>st</sup>. Management leave cannot accumulate to an amount greater than 96 hours, except for hours carried over. After December 31<sup>st</sup>, balances exceeding the 96 hours will be reduced to the normal maximum of 96 hours.

#### 5. MANAGEMENT INCENTIVE PAY

In recognition of the unique nature of the effort and contributions required of Management employees, the City also provides Management Incentive Pay equal to one (1) hour of base rate pay each pay period that a Manager is in paid status.

#### 6. LATERAL TRANSFER BENEFIT FOR POLICE AND FIRE CHIEF

In order to provide equity with other sworn command staff and to enhance the ability of the City of Clovis to recruit the highest quality candidates for the ~~sworn positions~~ of Police ~~Chief and Fire Chiefs~~, the City will provide the following benefits:

- ~~On~~ Upon hire, a lateral hire for Police Chief ~~or Fire Chief~~ will receive 40 hours of management compensation time with no cash value and 40 hours of sick leave.
- Upon successful completion of probation, the lateral hire Police Chief ~~or Fire Chief~~ will receive an additional 40 hours of management compensation time with no cash value and 40 hours of sick leave.

#### 7. FAMILY ILLNESS & BEREAVEMENT LEAVE

The City provides paid leave of up to 24 hours per calendar year for the purpose of providing personal care for immediate family members. The City also provides 40 hours of paid bereavement leave per calendar year for employees who experience the death of a family member to allow the employee to attend to various matters related to the passing of the family member. For the purposes of this Section, “immediate family” shall include husband, wife, registered domestic partner, mother/step, father/step, brother/step, sister/step, child/step, grandparent, grandchildren, mothers/fathers in-law, brothers/sisters in-law, sons/daughters in law or legal dependent of the employee.

#### 8. VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING

**Executive Management Employees Benefits Summary**

~~March 15, July 5, 2022~~

Page 4 of 9

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

**9. MILITARY LEAVE**

The City supports employees who serve in the military. Military Leave requests shall be administered in accordance with the provisions of applicable federal and state law. Employees on active duty Military Orders for 30 or less days in a fiscal year will receive paid Military Leave for that period of service. Copies of the orders must be provided to the department. Employees on active duty over 30 calendar days in one fiscal year shall be paid the difference between the amount of their military pay and their regular pay with the City of Clovis starting on the 31<sup>st</sup> day of their leave. Employees that are on active military leave may be able to reinstate PERS credit for time missed while on an active leave. For more information, please contact the Personnel/Risk Management Division.

**10. MEDICAL, DENTAL, PHARMACY, OPTICAL, and GROUP LIFE INSURANCE**

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

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

**c.** City-paid life insurance coverage for Executive Managers is \$300,000 for the employee and \$10,000 for dependents.

**11. RETIREE HEALTH INSURANCE**

**a.** Employees with a minimum of five (5) years of service as a regular full time employee immediately preceding separation, and who are currently enrolled in a City health plan or other approved group health plan, and who retire in accordance with PERS age and service requirements are allowed to continue in a City sponsored Medical and Prescription plan at their expense. Details of the retiree health insurance program are provided to retirees active in the program each year before open enrollment.

**Executive Management Employees Benefits Summary**

~~March 15, July 5, 2022~~

Page 5 of 9

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

**12. SUPPLEMENTAL LIFE INSURANCE**

Employees have the option to purchase supplemental life insurance in addition to the life insurance coverage provided by the City in Item 10 above. Supplemental Group Life Insurance is available at the employee's expense by payroll deduction. There is a 30 day guaranteed purchase provision from date of hire. After 30 days from the date of hire, the insurance company, through the underwriting process, has discretion over policy issuance and amount of issuance. The guaranteed issue amounts are: \$100,000 for the employee, \$25,000 for the spouse and \$2,000 for children. The maximum additional insurance amount is \$500,000 for employees, \$250,000 for spouses and \$2,000 for children.

**13. BUSINESS TRAVEL INSURANCE**

A \$500,000 death benefit for Executive Management employees who die while traveling on City business is provided by the City. Benefits are also paid for bodily dismemberment.

**14. SHORT TERM/LONG TERM DISABILITY INSURANCE**

a. In order to provide income replacement due to a non-work related event, the City provides Short and Long Term Disability Insurance. Short Term Disability Insurance provides a benefit equal to 66.67% of base salary up to \$7,000 per month for up to 24 weeks after 14 days of disability. This benefit is paid for by each employee through payroll deduction.

b. If an employee continues to be disabled, the Long Term Policy begins after 24 weeks. Long Term Disability provides a benefit equal to 66.67% of base salary up to \$7,000 per month for up to two years after 180 days of disability. If an employee is permanently disabled from all occupations, a lifetime monthly benefit (to age 65) is paid to the employee. This benefit is paid for by each employee through payroll deduction.

**15. EMPLOYEE ASSISTANCE PROGRAM**

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

**16. RETIREMENT**

a. The City has contracted with the California Public Employees Retirement System (PERS) for employee retirement benefits. The benefits provided are based on the benefit formula, age at retirement, compensation, and length of service in the system. The contract provisions also include a 2% cost of living adjustment, the Level 4 1959 Survivor Benefit, and sick leave service credit conversion for all Managers.

**Executive Management Employees Benefits Summary**

~~March 15, July 5, 2022~~

Page 6 of 9

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

<u>Misc.</u>	2.7% at 55 formulas with 8% Employee paid contribution on a pre-tax basis.
<u>Safety</u>	3% at 50 formula with 9% Employee paid contribution on a pre-tax basis.

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

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

<u>Misc.</u>	2.0% at 62 formulas with 6.75% Employee paid contribution on a pre-tax basis.
<u>Safety</u>	2.7% at 57 formula with 12.50% Employee paid contribution on a pre-tax basis.

**The PERS retirement benefit for New Employees is based on the employee’s highest 36 consecutive months of compensation.**

**The employee contribution rate for PERS New Employees may be subject to change. For example the employee contributions may increase or decrease based on PERS funding requirements.**

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

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

Miscellaneous Employees:	8.4% cost sharing
Safety Employees:	8.0% cost sharing

**17. PRE-RETIREMENT DEATH BENEFITS**

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

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



**Executive Management Employees Benefits Summary**

~~March 15, July 5, 2022~~

Page 7 of 9

benefit to the eligible survivor equal to the amount the employee would have received had the employee retired on the date of their death and elected Option 2W.

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

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

**18. DEFERRED COMPENSATION**

An IRC Section 457 deferred compensation plan is available to all Management employees as a supplemental retirement plan, ~~with the City matching the employee's contribution on a dollar for dollar basis up to 3% of the employee's base pay. The City will match the employee's contribution on a dollar for dollar basis up to 3% of the employee's base pay for all employees except PERS "Classic Employees" in (a) below:~~

a) Effective July 1, 2022, PERS "Classic Employees" in positions listed had an additional 3% added to the salary matrix in lieu of the deferred compensation match.

1. Fire Chief

2. Police Chief

b) PERS "New Employees" in the positions listed in (a) are still eligible for the deferred compensation match up to 3% of the employee's base pay.

**19. VEHICLE ALLOWANCE**

Executive Managers receive a \$~~500~~550 per month vehicle allowance, unless modified by an employment agreement, in lieu of an assigned City vehicle for business and personal use pursuant to IRS regulations. Miles driven in excess of 50 miles round-trip will be paid at the current IRS set mileage rate. To receive a vehicle allowance, the employee must maintain a valid California Driver's license, maintain current registration and qualifying insurance (minimum limit of \$300,000 combined single limit personal liability) on the vehicle, and provide proof of that insurance to the City by December 16 of each year. Failure to provide proof of insurance will result in the vehicle allowance being suspended until the proof is provided. For more information, see the City's Business Travel Policy.

**20. CELLULAR TELEPHONE PROGRAM**

**Executive Management Employees Benefits Summary**

~~March 15, July 5, 2022~~

Page 8 of 9

Executive Management employees will receive a \$50 per month cellular phone allowance for business and personal use pursuant to IRS regulations.

**21. COMPUTER LOAN PROGRAM**

The computer loan program is intended to encourage computer ownership in order to improve computer skills and organizational efficiency. The City will loan up to \$3,000 for a period of 24 months, interest free, for Executive Management employees to purchase a computer, software, and related devices for professional development and personal use.

**22. PROFESSIONAL DEVELOPMENT**

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associates, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a

**Executive Management Employees Benefits Summary**

~~March 15,~~ **July 5, 2022**

**Page 9 of 9**

course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.

G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.

H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

**23. SOCIAL SECURITY/MEDICARE**

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

**24. PUBLIC SAFETY FITNESS INCENTIVE**

In the interest of public safety, the City encourages its public safety managers to maintain a high state of health, wellness, and fitness. To that end, employees in police management classifications who participate in physical fitness testing and attain the necessary benchmarks will receive the same incentive provided to represented employees in the respective departments. (Note: The Fire Management Fitness Incentive was added into step one of the salary schedule for the Fire Chief on July 1, 2019.)

**25. PUBLIC SAFETY COMMAND STAFF EXTRAORDINARY INCIDENT STIPEND**

Each fiscal year, upon recommendation, the City Manager will have the discretion to authorize up to an additional 40 hours of paid compensation to the Police and Fire Chiefs who have worked extraordinary law enforcement or fire events or other major incidents which required significant additional time in excess of their regular work schedule and for which they have not otherwise received compensation for those hours worked.

**26. UNIFORMS**

Uniform allowance is provided to public safety Executive Management employees as follows:

Fire \$1,500.00 per fiscal year, paid each pay period.

Police \$1, ~~25~~00.00 per fiscal year, paid annually each January.



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: July 5, 2022

SUBJECT: General Services – Approval – Selection of Urban Transportation Associates for Transit Automated Passenger Counters and Authorize City Manager to Execute the Contract.

ATTACHMENTS: 1. Proposal for Automated Passenger Counters from Urban Transportation System  
2. Contract

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

1. For the City Council to award the contract for Automated Passenger Counters to Urban Transportation Associates (UTA) in the amount of \$130,400.00; and
2. For City Council to authorize the City Manager to execute the contract on behalf of the City.

### EXECUTIVE SUMMARY

In September 2021, staff released a request for proposal (RFP) for various components of public transit technology. Six vendors responded to the Automated Passenger Counter (APC) System portion of the RFP. Staff is recommending the Council award and authorize the City Manager to sign the five-year contract with Urban Transportation Associates (UTA) in the amount of \$130,400.00 for APC's.

APC's collect valuable ridership data that will be used for a variety of reports required by local and state funding agencies, and may also be used in the future for National Transit Database (NTD) reporting and Federal Transit Authority (FTA) reporting. The data collected will also give the City a clear understanding of ridership and will be utilized for service and operations planning purposes. The costs for the system and associated expenses will be paid through State Transit Assistance funds already received.

**BACKGROUND**

On September 1, 2021, Clovis Transit released an RFP for an Intelligent Transportation System with three (3) core components and three (3) optional components:

Core:

- A. Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL) with Automated Voice Annunciations (AVA) and Head Sign Control
- B. Passenger Infotainment
- C. Automated Passenger Counters (APC)

Optional:

- D. Real-time and Historical APIs (Application Programming Interface)
- E. Passenger Wi-Fi
- F. Electronic Driver Vehicle Inspection Reporting (eDVIR)

Vendors were able to provide a proposal and pricing on any combination of components and were not required to respond on all core components. Staff is currently in negotiations for components A, B, and D and a contract for those components will be submitted to Council for approval at a future date.

Six (6) proposals were submitted for the APC component with the associated costs:

ETA Transit	GMV Syncromatics	Transloc	UTA	Passio	Connexionz
\$35,991.00	\$73,220.00	\$82,187.00	\$101,856.00	\$105,535.00	\$110,400.00

Staff evaluated all proposals and determined UTA’s proposal was the most responsive and advantageous to the City. UTA specializes in APCs and has achieved a 100% FTA approval rating. For more than 30 years, UTA has assisted their clients with the NTD reporting process and meeting stringent requirements. UTA’s system has consistently met or exceeded the 95% accuracy requirement using proprietary algorithms and administrative controls that no other system provides. UTA’s NTD Reporting Process and demonstrated history of success will be crucial as staff evaluates the potential for FTA funding in the future.

The contract will be executed for five years of service and is based on the number of vehicles in the currently deployed transit fleet, and includes hardware, software, setup and installation, support and maintenance, and training. UTA’s original bid did not include the optional driver seat sensors and sales tax, which added \$11,531.00 to the cost for a total for \$113,378.00. Staff is anticipating additional paratransit vehicles to be used in the next five years to meet passenger demand with an additional estimated cost of \$17,022.00, for a total cost of contract not to exceed \$130,400.00.

**FISCAL IMPACT**

Adequate State Transit Assistance (STA) funds are held in the City’s Transit fund account for the purchase of the APC system for the contract amount of \$130,400.00.

**REASON FOR RECOMMENDATION**

The Automated Passenger Counting system provided by UTA will provide accurate passenger ridership data that will be used for a variety of required local and state reports and will provide crucial data to be used for operational and service planning. The APCs will also meet FTA requirements for NTD reporting in the future.

**ACTIONS FOLLOWING APPROVAL**

The City Manager will execute a contract with UTA in the amount of \$130,400.00 to provide an APC system for the public transit fleet.

Prepared by: Amy Hance, General Services Manager

Reviewed by: City Manager AA

**PROPOSAL FOR:**

**INTELLIGENT TRANSPORTATION SYSTEM**

**StandAlone APC System**

Prepared for:

**City of Clovis**  
**155 N. Sunnyside Ave., 2nd Floor**  
**Clovis, CA 93611**

Submitted by:

**Urban Transportation Associates (UTA), Inc.**  
**4240 Airport Road Suite 212**  
**Cincinnati, Ohio 45226**

Technical data furnished herein shall not be used or disclosed, except for evaluation purposes, provided that if a contract is awarded to this offer or as a result of or in connection with the submission of the proposal, City of Clovis shall have the right to use or disclose this technical data to the extent provided in the contract. This restriction does not limit City of Clovis rights to use or disclose any technical data obtained from another source without restriction.



Urban Transportation Associates, Inc.

4240 Airport Road Suite 212, Cincinnati Ohio 45226. Tel (513) 961 0099 Fax (513) 961 0132

October 07, 2021

Mr. Nick Chin  
Management Analyst – Transit Division  
City of Clovis  
1033 Fifth Street  
Clovis, California 93612

Mr. Chin:

Attached to this letter is the technical and cost proposal of Urban Transportation Associates (UTA) in response to **City of Clovis's RFP – Intelligent Transportation System**. UTA's proposal is valid for one-hundred-twenty (120) days from the date of proposal submission.

UTA is the most experienced provider of high quality APC systems in North America. For more than three (3) decades and in more than one-hundred-twenty-five (125+) transit agencies, UTA's APC system has been providing accurate and reliable information to transit planners, schedulers, and managers. Per the City of Clovis specification, UTA's APC system (hardware, software, and support) will operate in both a StandAlone and/or an Integrated configuration.

There is recognition, reinforced by the COVID pandemic, that accurate and reliable information generated from APC technology is essential to managing transit in the 21st century. Included in UTA's proposal is state-of-the-art APC on-bus equipment along with an APC Software package that provides a comprehensive set of analytics and administrative control reports that assure high quality information supporting local and federal (NTD) reporting requirements. Given the Zero Fare Model implemented by City of Clovis, UTA's APC system will provide accurate and reliable Ridership information to City of Clovis management and staff.

UTA's Project Manager, Thomas W. Kowalski, will have responsibility for the implementation of UTA's APC system in City of Clovis in accordance with costs and schedules presented in the attached proposal. All UTA staff referenced in UTA's proposal will contribute to the implementation and support of UTA's APC system. UTA's Project Team reflects an academic achievement (12 advanced degrees) and direct transit experience (150+ years) that is unmatched in the transit marketplace.

As the only firm in North America that is solely dedicated to providing high quality APC systems to transit agencies, UTA welcomes the opportunity to submit the attached proposal.

Yours truly

Thomas W. Kowalski  
President/CEO



# Table of Contents

- 1 Executive Summary..... 3
- 2 UTA Capabilities and Experience ..... 7
  - 2.1 UTA Background/History ..... 7
  - 2.2 UTA Financial Profile ..... 7
  - 2.3 UTA Project Team ..... 8
  - 2.4 UTA APC Project Experience ..... 12
- 3 Products and Services ..... 14
  - 3.1 UTA APC On-Bus Hardware - Overview ..... 14
    - 3.1.1 UTA APC CPU - Model 31 ..... 15
    - 3.1.2 APC Data Transfer ..... 18
    - 3.1.3 UTA APC Sensor Technology ..... 21
    - 3.1.4 UTA APC System Accuracy ..... 24
  - 3.2 UTA APC Analytic Software ..... 26
    - 3.2.1 FTA National Transit Database (NTD) Reporting..... 34
  - 3.3 UTA Administrative Control Reports..... 36
    - 3.2.2 APC Sampling Status ..... 37
    - 3.2.3 APC Deployment Plan ..... 38
    - 3.2.4 Trip SQL EOL Matching..... 39
    - 3.2.5 APC Reference File Quality Control..... 40
    - 3.2.6 Automated Overnight APC Data Processing ..... 40
    - 3.2.7 Real-Time Passenger Load Capability - Optional ..... 41
- 4 Installation and Training ..... 42
  - 4.1 APC Equipment Installation ..... 42
  - 4.2 APC Equipment Transfer ..... 42
  - 4.3 Training ..... 43
  - 4.4 Project Schedule ..... 45
- 5 Support Plan..... 47
  - 5.1.1 Objective ..... 47
  - 5.2 APC Software Support..... 49
- 6 Cost Proposal ..... 51
- 7 Affidavits and Certifications..... 52

# 1 Executive Summary

Urban Transportation Associates (UTA), Inc. proposes to provide the City of Clovis with an Automatic Passenger Counting (APC) system in response to City of Clovis' **Request for Proposal "INTELLIGENT TRANSPORTATION SYSTEM"**.

UTA's proposed StandAlone APC system is a mature configuration consisting of reliable APC on-vehicle hardware and analytic software that has been applied to Bus and Rail service at more than one-hundred-twenty-five (125+) transit agencies across North America. Presented in UTA's proposal is a good understanding of City of Clovis' service along with the tasks associated with an APC system implementation.

Per City of Clovis specification, Qty=14 Fixed-Route buses thirteen (13) Cutaway vehicles and one (1) trolley will be equipped with APC systems.

Page 14 of the City of Clovis RFP specifies a StandAlone APC system that integrates with the CAD/AVL system. UTA's proposed on-bus APC hardware configuration meets this requirement. UTA's Model 31 CPU is capable of operating both in a StandAlone and Integrated configuration. In the StandAlone configuration, the APC data is transferred to a cloud server in real-time via a cellular modem embedded in UTA's Model 31 CPU. In UTA's Integrated configuration, the Model 31 CPU converts the sensor inputs into an RS232 or J1708 message format for export to the on-bus AVL CPU. In the StandAlone configuration, UTA is able to export the Passenger Load in GTF5-RT format to the AVL system for display.

In either the StandAlone or Integrated configuration, UTA's APC Software package will generate the same set of analytic and administrative control reports, including NTD reporting, if desired by the City of Clovis.

Presented below is a summary of UTA's APC system that will be provided in a UTA APC system implementation on Stageline buses operating in the City of Clovis:

## A. StandAlone APC On-Vehicle Hardware:

With UTA's APC system installed on thousands of cutaway buses in North America, City of Clovis will receive an extremely accurate (98%-99%) and reliable (APC Data Yield 95+%) set of on-vehicle APC hardware that typically outlasts the life of the transit vehicle. UTA's APC system does not require any scheduled preventive maintenance. The design of UTA's APC system is modular which allows for easy replacement of APC components. UTA's APC system does not require any driver initialization/login. With a draw of less than 200 milliamps, the StandAlone APC configuration draws power from the vehicle power source (battery) and provides a complete set of APC data both in revenue service and outside of revenue service.

Included in UTA's APC configuration proposed for City of Clovis is UTA's optional Bike Rack monitoring feature which provides the time and location of each Bike Rack load/unload event.

UTA's use of best-of-breed components, including cables and connectors, also utilized in heavy manufacturing and defense applications contribute to the ruggedness of UTA's APC system and the availability of spare parts.

The Overhead APC sensors included in UTA's on-bus hardware configuration manufactured by Hella, Inc have consistently generated Manual/APC concurrence levels of 97%-99%. UTA's secure overhead APC sensor mounting assembly has proven to result in extremely reliable performance at transit agencies across the U.S. over the past eight (8) years.

### **APC Software:**

UTA's APC Software is recognized as the most comprehensive APC analytic software package available in the transit marketplace. It is common for UTA's APC Software to be implemented at transit agencies where non-UTA APC hardware was installed by AVL system providers years previous.

UTA's web-based APC Software package produces more than sixty (60+) Analytic and Administrative Control reports and is easily adapted to meet City of Clovis analytic preferences. From detailed Bus Stop-level Ridechecks to macro System Service Standards Compliance and NTD analyses, UTA's analytic software will extract all possible information from the raw APC data.

UTA's APC Administrative Control software module provides the ability to consistently produce high-quality information over the long life (10-15 years) of UTA's APC system. Meeting the full range of City of Clovis' analytic needs represents the primary objective of UTA's APC system.

Per City of Clovis specification, UTA will provide a UTA-hosted configuration which will allow City of Clovis users to access the APC analytics at any time. UTA is agreeable to the creation of new reports or modification of existing analytic reports in order to meet City of Clovis analytic needs.

UTA's APC system will provide the detailed service utilization metrics to the Federal Transit Administration (FTA) within the National Transit Database (NTD) program. Federal funding allocations are based, in part, on the Unlinked Passenger Trips (UPT) and Passenger Miles Traveled (PMT) submitted by transit agencies. At a number of UTA APC sites, Section 5307 Formula Funding allocations have been increased as a result of higher and more accurate PMT values generated from UTA's APC system. FTA has approved every (100%) of the applications from UTA APC users to apply APC-generated data to NTD reporting requirements. Included in UTA's proposal is the preparation of a request to FTA to obtain approval for City of Clovis' application of APC data to NTD reporting. Mr. Keith Gates, recently retired as FTA's Manager of NTD, serves as the Qualified Statistician and a resource for any FTA or NTD questions which may arise.

It is UTA's objective to maximize the benefit/utility of the raw APC data with a web-based software configuration and mature algorithms that provide high quality information to City of Clovis staff.

See Section 3-Products and Services for a detailed description of UTA's APC Software package.

**Experience/Knowledge:**

UTA's more than three (3) decades of experience in implementing APC systems in over one-hundred-twenty-five (125+) large and small transit organizations has provided UTA with a depth of APC experience unmatched in the North American transit marketplace. Specifically, UTA has successfully installed UTA's APC system on more than ten thousand (10,000+) buses and approximately two hundred (200) rail cars in either StandAlone or Integrated configurations. UTA staff applied to the City of Clovis APC application will bring more than one-hundred-fifty (150+) cumulative years of direct experience in implementing APC systems in transit organizations.

Academically, the UTA staff supporting the City of Clovis APC implementation has more than twelve (12) advanced degrees (MS+) in technical/engineering fields. UTA's combination of technical knowledge and transit experience should provide City of Clovis with reassurance that UTA is most capable of implementing a StandAlone APC system that will meet City of Clovis' current and future analytic needs.

No other APC supplier has the technical knowledge and specific transit APC experiences as does UTA.

See Section 2 for more detail on UTA's APC Experience and UTA's Project Team.

**Business Model:**

UTA is an employee-owned firm in excellent financial condition. UTA's only business is providing APC technology to transit organizations which has resulted in a focus and energy that is not typically found in the transit marketplace. UTA takes pride in satisfying the wide range of information needs of transit professionals using UTA's APC system.

Over the past decade, UTA has consistently posted healthy profits in the 15%-25% range. UTA does not carry *any* long-term debt. In 1995, UTA retired long-term debt from its original start-up. UTA has an operating Line of Credit in the amount of \$750,000 from Fifth Third Bank with whom UTA has had a business relationship for the past twenty-five (25) years. From a financial institution's perspective, UTA demonstrates financial strength through consistent, long-term financial performance (profitability).

UTA is the only firm in the U.S. transit marketplace that solely specializes in providing high quality APC systems to transit agencies. UTA's singular focus on APC applications has allowed UTA to develop an APC system consisting of on-vehicle hardware and analytic software that produces APC system performance levels unmatched in the transit marketplace. The lack of long-term debt and absentee ownership along with a highly dedicated staff has allowed UTA to develop a flexibility directed at meeting the needs of transit users. UTA routinely adapts UTA's APC system to the unique characteristics of a transit agency that only become apparent after contracts are signed and the APC system implementation takes place. UTA is not burdened by internal corporate administrative/bureaucratic rules which has resulted in an organizational culture that allows UTA the freedom to take whatever actions are necessary to meet the needs of UTA's users. It is this approach that has allowed UTA to achieve technical and financial success in the transit marketplace.

UTA enjoys positive and productive relationships with all UTA sub-contractors. Each UTA supplier has been supplying goods and services to UTA for at least five (5) to ten (10) years. UTA suppliers are satisfied with the Terms and Conditions under which UTA supplier payment is generated in accordance with the Payment Schedule of each APC implementation. The City of Clovis can be assured that UTA's financial condition is of such high standing that UTA will be able to execute the APC implementation without any financial difficulties.

**UTA APC Support:**

UTA supports UTA's APC system at an extremely high level that is unmatched in the transit marketplace. The majority of UTA's annual revenues are generated from UTA APC users expanding UTA's APC system which serves as a sound indicator of the level of user satisfaction. Not only will UTA staff provide direct support of City of Clovis' APC system, but UTA APC users routinely share applications with each other to advance the use of APC technology. UTA's APC users are another available resource to the City of Clovis staff.

UTA has included the five (5) years of APC Support as specified by the City of Clovis in the cost summary.

See Section 2 for more information on UTA APC users.

**UTA APC Performance vs Capability:**

Often, in APC procurements, specifications and proposals focus on the capabilities of the APC system, e.g., capable of meeting 95%+ accuracy levels. Proportionately less focus is given to the specification and monitoring of actual APC system performance. For example, virtually all current APC sensors in the marketplace have the capability of achieving 95%-99% levels of accuracy. However, factors such as sensor misalignment, dirty lenses, vandalism, etc. produce actual performance levels less than the high levels of capability. UTA's APC Administrative Control methodologies assure the achievement of actual APC system performance levels that match APC system capabilities. In recent (2018-2020) UTA APC applications (San Antonio VIA, New Orleans, Albuquerque, Buffalo, Williamsburg, Boise, and Monterey), UTA's APC system is achieving 99%-100% levels of APC accuracy and near-100% levels of APC reliability. These levels of performance of UTA's APC system are unmatched in the transit marketplace. See Section 2 for specific project descriptions and references.

Public transit systems place a critical role in the quality of life in urban communities by providing basic mobility to people that allows society to function. In serving the mobility needs of a local population, transit managers have a responsibility of providing safe, efficient transportation. Accurate and reliable information on the quality and productivity of the local transit service is essential. UTA recognizes the challenges of operating transit agencies and assumes the important responsibility of providing high quality information to transit managers.

It is UTA's objective to provide an APC system which provides information that ultimately improves the quality and productivity of City of Clovis transit service.

## 2 UTA Capabilities and Experience

### 2.1 UTA Background/History

Urban Transportation Associates (UTA) headquartered in Cincinnati, Ohio, was founded in 1981 by two (2) individuals (including current President/CEO T.W. Kowalski) who had formerly served as research engineers with General Motors Transportation System Division. During their tenure with GM TSD from 1976 to 1981, an operational Automatic Vehicle Location (AVL) system was developed that included an Automatic Passenger Counting (APC) sub-system.

The AVL/APC system was deployed in Cincinnati, Ohio as part of GM TSD's Urban Transportation Laboratory. Real time dispatcher displays, real time passenger information displays, and off-line Ridership data were routinely generated from this system. General Motors disbanded the Transportation Systems Division in 1981 and decided not to participate in the transit AVL/APC marketplace. The product rights to the APC sub system were sold to the newly formed Urban Transportation Associates, Inc.

UTA is unique in that UTA is an employee-owned firm. 100% of UTA stock is owned by active UTA employees. UTA's President/CEO, Thomas Kowalski, and Chief Technical Officer, David Bosshammer, own approximately 90% of UTA stock with the remaining 10% owned by two (2) long-time employees, David Hatzenbuehler and George Perkins. This ownership model allows UTA the freedom to place APC quality and user satisfaction above maximizing short-term project revenue. UTA has the freedom to apply high levels of energy to meeting City of Clovis' analytic needs without being encumbered by the demands of distant corporate management, shareholders, nor venture capitalists.

UTA's sole business is providing automated data collection and analysis tools to transit planning and scheduling departments.

UTA is also a trusted supplier of APC system hardware to all North American bus manufacturers. UTA often provides APC equipment directly to bus manufacturers (Gillig, New Flyer, Nova Bus, MCI, EIDorado, Goshen, NABI, Proterra, BYD, and others) for installation of UTA APC equipment during the bus manufacturing process. UTA has consistently been recognized by the bus manufacturers for achieving the highest supplier ratings for on-time delivery performance and equipment quality.

UTA is dedicated to the transit marketplace. It is this presence in the transit marketplace that provides assurance that an APC system provided by UTA will operate successfully and meet City of Clovis' analytic needs for at least the next ten (10) years.

### 2.2 UTA Financial Profile

Urban Transportation Associates (UTA), Inc. is in excellent financial condition. Over the past decade, UTA consistently posted healthy profits in the 15%-25% range. UTA paid off UTA's initial long-term debt from its original start-up in 1995. UTA does not carry any long-term debt. UTA has an operating Line of Credit in the amount of \$750,000 with Fifth Third Bank with whom UTA has had a business relationship for the past sixteen (16) years. From a financial institution's perspective, UTA demonstrates financial strength through consistent, long-term financial performance (profitability), strong cash flow, balance sheet strength/stability and excellent management skills. UTA currently has its entire \$750,000 Line of Credit available which assures that UTA will be able to procure all necessary materials to meet the APC implementation requirements.



UTA enjoys positive and productive relationships with all UTA sub-contractors. Every UTA supplier has been supplying goods and services to UTA for at least five (5) to ten (10) years. UTA suppliers are satisfied with the Terms and Conditions under which UTA supplier payment is generated in accordance with the Payment Schedule of each APC implementation.

The City of Clovis can be assured that UTA's financial condition is of such high standing that UTA will be able to execute the APC implementation without any financial difficulties.

## 2.3 UTA Project Team

UTA President\CEO, Mr. Thomas W. Kowalski, will have overall project management responsibility for this project.

Mr. David Bosshammer, Mr. Kevin Moore, Mr. Nick Fischer, and Mr. Michael Kowalski will have responsibility for all UTA APC software related aspects of this project.

Mr. David Vanderputten, Mr. Chris Cooper, Mr. George Perkins and Mr. Jeremy Bosshammer will have responsibility for all UTA APC hardware related aspects of this project.

Mr. Keith Gates will serve as the Qualified Statistician and provide assurance that the City of Clovis' application of APC data to NTD reporting is fully compliant with FTA requirements.

### **Thomas W. Kowalski – President and CEO**

Serving as the principal Project Manager for UTA, Mr. Kowalski will have overall responsibility for UTA's performance in implementing an APC system at the City of Clovis.

Mr. Kowalski has degrees in the following areas: a Bachelor's degree in Industrial Engineering; Master's degree in Business Administration and Master's degree in Community Planning. He has also taught at the University of Cincinnati as Adjunct Instructor of Operations Planning in Public Administration.

Mr. Kowalski is a founding partner of UTA and original developer of UTA's analytic software. Mr. Kowalski has managed implementation of virtually all one-hundred twenty-five (125+) UTA APC projects and ensured each project has been executed within the given schedule and budget as proposed. His other project responsibilities include active involvement in APC reporting needs, new analytic applications, and on-going APC support, as well as ad-hoc APC reporting requirements.

The following are a sample of recent projects Mr. Kowalski has successfully implemented: San Antonio VIA, New Orleans RTA, DTC (Delaware), SEPTA (Philadelphia), UTA (Salt Lake City), MBTA (Boston), METRO (Houston), CMTA (Austin), MDTA (Miami-Dade), DART (Dallas), Port Authority (Pittsburgh), LYNX (Orlando), and AC Transit (Oakland).

### **David Bosshammer - Chief Technical Officer**

Responsible for successful operation and integration of all APC software, Mr. Bosshammer has degrees in the following areas of expertise: Bachelor's degree in Physics and a Master's degree in Electrical and Computer Engineering. Mr. Bosshammer is committed to make the necessary adaptations to standard UTA software to efficiently produce on-board and post processing reports for City of Clovis. Mr. Bosshammer, a member of UTA since 1995, has successfully participated in more

than seventy (70) APC projects. UTA SAEJ1708/J1587, GPS, and wireless download interfaces, along with interfaces to all major transit scheduling system have been developed by Mr. Bosshammer,

As UTA's Chief Technical Officer, Mr. Bosshammer has experience overseeing more than one-hundred twenty-five (125+) UTA APC projects in his twenty (20) years with UTA. His primary responsibility is to adapt APC software to local operating practices. He is committed to active involvement in the development and implementation of APC data processing software and updates. Current project responsibilities include: LYNX (Orlando), SFMUNI (San Francisco), OTS (Honolulu), METRO (Houston), PAAC (Pittsburg), SEPTA (Philadelphia), Utah Transit (Salt Lake City), MBTA (Boston), and MDTA (Miami Dade).

#### **David Vanderputten – Field Engineering Manager**

As a 2007 graduate of Wright State University with a Bachelor of Science degree in Mechanical Engineering, Mr. Vanderputten began his career with UTA in 2001 and has been a full-time member of the UTA engineering team since 2007. David's in-depth knowledge and experience will be applied to the design and installation of the on-bus APC equipment implementation at City of Clovis.

Mr. Vanderputten is the Primary Engineer and Logistics Expert for all UTA APC hardware for OEM bus manufacturers including Gillig, New Flyer, Nova Bus, and others. During his tenure of seventeen (17) years with UTA, Mr. Vanderputten participated in successful UTA Rail APC applications at SEPTA (Silverliner, NHSL, and Kawasaki). along with applications at: OTS (Honolulu), KCATA (Kansas City) and MBTA (Boston). Furthermore, he is responsible for the design, specification and procurement, and successful implementation of all hardware for large-scale APC deployments such as: MDT (Miami-Dade) - nine-hundred (900) buses, and SEPTA (Philadelphia) Bus, Light Rail/Commuter Rail project - over three hundred (300) vehicles.

#### **Chris Cooper – Field Engineer**

Mr. Cooper joined UTA in 2007 after attending Cincinnati State and Miami University for electrical engineering technology. As Field Engineer, he has performed or supervised installations at over twenty (20) customer sites. These projects encompass work on over fifteen hundred (1500) vehicles including work on light and heavy rail applications. Mr. Cooper will assist in the APC installation, warranty maintenance, and quality control responsibilities.

In 2010, Mr. Cooper performed installations and implemented QA procedures as part of UTA's APC expansion project at MBTA (Boston). In 2008-2009, he supervised the installation of over nine hundred (900) APC installations in MDTA (Miami-Dade) and performed quality assurance checkout inspections and QA reporting.

#### **Keith Gates, P.E- Transit Statistician**

Mr. Gates recently retired from the Federal Transit Administration (FTA) as Manager of the National Transit Database (NTD). While at FTA, Mr. Gates was responsible for overall NTD program execution and product quality. This included approving passenger counting methods and updating regulations. Prior to serving as Manager of NTD, Mr. Gates was Director of Performance Management for FTA. Mr. Gates has received both Bachelor's and Master's degrees in Electrical Engineering from Purdue University. Mr. Gates will serve as a statistical resource to the City of Clovis for this project. To the extent that the City of Clovis will be utilizing APC-generated information to provide to local, state, and/or federal funding bodies, Mr. Gates' experience with FTA's NTD program will be beneficial.



**George Perkins – Field Engineer**

Mr. Perkins, a former military radar specialist and technician has been a member of the UTA team since 1983. He has personally installed APC systems on over two-thousand (2000) different transit buses over the past thirty (30) years.

**Sandesh Samdaria – Software Engineer**

Mr. Samdaria has been employed by UTA since 1999 initially as a student intern and then as a full-time UTA employee in 2001. Mr. Samdaria has degrees in the following areas of expertise: Undergraduate degree in Architecture (India) and Master's degrees in Community Planning (University of Cincinnati) and Housing and Urban Development (The Netherlands).

Mr. Samdaria's involvement with City of Clovis' project includes: overseeing data quality reviews, generating and analyzing reports. Mr. Samdaria's primary UTA responsibilities are APC files – review and set-up; Report menu design – review and set-up; APC software – installation and set-up; and APC documentation and Support – providing standard and ad-hoc APC reports.

Sandesh's recent APC reporting software installation, set-up and support include the following sites: RTA (Dayton), Eagle County Transit (Eagle County, CO), Triangle Transit Authority (Durham), and OTS (Honolulu).

**Kevin Moore – Software Engineer**

Mr. Moore has degrees in the following areas of expertise: A Bachelor of Science in Civil Engineering (Northwestern University) and a Master of Architecture (Massachusetts Institute of Technology). Between 1999 and 2006, Mr. Moore was engaged in development of UTA's APC Reporting Menu and adaptation of UTA's APC software package to specific user applications. Since 2009, Mr. Moore's primary responsibilities include: APC Report Menu Design - review and set-up; APC Reporting Software - set-up and testing; APC documentation and Support – providing standard and ad-hoc APC reports. Recent APC reporting setups and support include: SEPTA (Philadelphia), UTA (Salt Lake City), RTA (Dayton), MBTA (Boston), and MDTA (Miami-Dade). In one current project, Mr. Moore is collaborating with MBTA planners to produce a highly-customized, system-wide ridership report that will present (integrated UTA/TransitMaster) APC ridership data to the transit public.

**Nick Fischer – Software Engineer**

Mr. Fischer, a member of the UTA's software engineering team since 2007, academic achievements include: a Bachelor degree in Sociology and Political Science and completion of The Ohio State University's Joint Degree in Urban Transportation, through which he obtained a Master of City & Regional Planning (MCRP) and a Master of Science (MS). During his graduate studies, Mr. Fischer had an internship with the Central Ohio Transit Authority (COTA) in their Capital Projects/Planning department. He served as an APC specialist for COTA, where he managed the APC data processing, data quality control review and generated APC analytical reports for the transit authority. Mr. Fischer's anticipated project responsibilities include: Master schedule files, Bus stop geo-coding files, and Software quality control.

Mr. Fischer's primary UTA responsibilities include: APC reference files – review and set-up; APC Report Menu Design – design, set-up and review; APC Reporting Software – installation and setup; APC Documentation and Support – providing standard and ad-hoc APC reports. His recent APC

reporting installation, set-up and support include the following sites: Houston METRO Rail and Bus, Connect-Transit (Bloomington Normal), BMTA (Baltimore), FAST (Fayetteville), ART (Asheville).

**Michael Kowalski - Software Engineer/Hardware Maintenance Technician**

Michael Kowalski had been working as a part-time UTA software engineer since the early-2000's. In 2006, after receiving a B.S. degree in Environmental Resource Engineering from Humboldt State University, Michael increased the number of hours associated with his part-time UTA efforts. In 2013, Michael joined UTA as a full-time UTA Software Engineer with associated responsibilities relative to UTA's on-bus APC equipment and Maintenance. Michael's involvement with the City of Clovis will be to setup/test UTA's APC Reporting Menu and execute on-bus maintenance of the APC system. Michael resides in Northern California.

**Michael Sousa - Software Engineer**

Mr. Sousa joined UTA full-time in 2021. Mr. Sousa's previously served as the Principal Data Analyst and APC Administrator for the Rhode Island Public Transit Authority for three years where he managed the APC data processing, data quality control review, generated APC analytical reports, and managed collecting and reporting the APC data for NTD certification the for the transit authority. Mr. Sousa's primary UTA responsibilities include: Master schedule files, APC reference files – review and set-up, Bus stop geo-coding files, and Software quality control. Mr. Sousa received a Bachelor of Arts degree in Mathematics from the University of Massachusetts – Dartmouth.

**Jeremy Bosshammer - Field Engineer**

Mr. Bosshammer contracted part-time for UTA for four years and joined UTA full-time in 2019. As a Field Engineer, he has performed and supervised installations of APC equipment at many cities across the United States. Mr. Bosshammer will assist in the APC installation and warranty maintenance at the City of Clovis.

**Debbie Scheetz – Administrative Manager**

Ms. Scheetz joined UTA in 2013 after spending 22 years in the banking industry and specifically served as the UTA's commercial banker. Her close connection with the financial side of UTA sparked her interest in learning more about the operations of UTA and becoming a contributing member of the team by applying her years of cumulative business experience. Debbie has her B.B.A. in Management and Marketing (University of Cincinnati) and enjoys applying her business experience to help manage the daily administrative responsibilities, as well as the long-term needs of UTA's operations.

**UTA's Project Team of eleven (11) engineers with a cumulative 175+ years of transit experience and thirteen (13) advanced (MS+) degrees, represents a combination of APC technical knowledge and transit experience unmatched by any other firm in North America in the provision of high-quality APC systems.**

## 2.4 UTA APC Project Experience

UTA has implemented APC systems in over one-hundred twenty-five (125+) large and small North American transit agencies. At the start of this section are summaries of UTA APC applications at transit agencies with similarity to the City of Clovis bus APC application (StandAlone APC configuration, 25-75 buses)

### **Bloomington Public Transportation Corporation (BPTC) - UTA StandAlone APC System w/Overhead APC Sensors**

*Lew May (812) 332-5688*

In an APC procurement similar to that being executed by City of Clovis, BPTC released an RFP for a StandAlone APC system in late-2020. In a competitive procurement format, UTA's was awarded the contract. In January 2021, UTA installed APC systems on Qty=41 BPTC buses within schedule and without any additional costs. UTA's APC Software has been installed at BPTC and BPTC staff training is currently taking place.

### **Monterrey-Salinas Transit, CA (MST) - UTA StandAlone APC System w/Horizontal APC Sensors**

*Doris Martinez (831) 264-5874*

In 2019, MST executed a competitive procurement for a StandAlone APC system which was awarded to UTA over three (3) other bidders. UTA installed APC systems on Qty=170 buses. Per MST specification, the APC software was installed in a UTA-hosted configuration with a complete set of analytic reports. MST chose to implement a StandAlone APC system that operates in parallel with an existing AVL system.

### **City of Tallahassee, FL (StarMetro) - UTA StandAlone APC System w/Vertical APC Sensors**

*Andrea Rosser (850) 891-5196*

In early 2020, The City of Tallahassee, FL. Executed a competitive procurement for automatic passenger counters for StarMetro's fleet of fifty-seven (57) Gillig buses and four (4) cutaway vehicles operating fixed, deviated, and complementary on-demand ADA service. UTA also provided a web-based stand-alone reporting software package and the required NTD reporting necessary for application to the FTA.

### **Dallas Area Rapid Transit (DART) - UTA Integrated APC System w/Horizontal + Overhead APC Sensors**

*Kris Gandham (214) 749-2847*

In 2018, DART executed the largest competitive APC procurement (640 buses) that has taken place in the U.S. since 2000. UTA was awarded the APC contract over bids submitted by Dilax and Clever Devices. UTA's APC system will be integrated with the Trapeze TransitMaster AVL system. UTA's horizontal APC sensors will be deployed on approximately 520 DART buses with UTA's overhead APC sensors installed on approximately 120 DART ARBOC buses. In 2013, DART awarded UTA a contract for APC Software after receiving bids from RSM and Trapeze.

**Indiana University– (Bloomington, IN)**

*Justin VanLeeuwen (812) 855-5865*

Indiana University AVL supplier contract UTA to provide APCs on all existing IU Campus Bus vehicles beginning in 2017. Originally the AVL supplier was providing the APC analytics but as IU Campus Bus found it unreliable staff requested that the AVL supplier separate the UTA APC hardware on board the bus from the AVL hardware to increase the APC data reliability. A StandAlone UTA APC system was installed on all IU Campus buses as well as a local configuration of the UTA APC Analytic Reporting Tool. Currently UTA APC Hardware and Analytics provide IU Campus Bus both their day of week (Mon, Tue, Wed, etc.) ridership statistics each month as well as special event ridership.

**Central Florida Regional Transportation Authority (LYNX) - UTA StandAlone APC Configuration**

*Walter Gant (407) 254-6078*

LYNX executed an APC procurement in early-2020 which provides a most recent data point from the APC marketplace. After multiple unsuccessful APC applications from AVL suppliers, LYNX released an APC RFP in late-2019 to provide StandAlone APC systems on Qty=273 buses. UTA was awarded the contract after receiving significantly higher scores from LYNX's Source Evaluation Committee. The other bidders were InfoDev and Dilax.

**Sacramento Regional Transit District Rail Cars + UTA APC Software Applied to Clever Devices' Bus APC**

*Casey Courtright (916) 556-0318*

In 2018, SacRT executed a competitive procurement for an APC system to be installed on SacRT's rail cars. UTA was awarded the contract over Dilax, Inc. Included in the contract was the application of UTA's APC Software to SacRT's bus APC data generated from the Clever Devices' bus APC system. SacRT's objective was to improve the Ridership reporting along with obtaining a wide range of analytics from SacRT's bus APC data.

**Additional UTA APC references are available upon request.**

### 3 Products and Services

#### 3.1 UTA APC On-Bus Hardware - Overview

To produce high quality APC Data with the highest levels of accuracy and reliability in the industry, UTA's proposed Technical Solution to City of Clovis' APC application is a comprehensive solution with over three (3) decades of experience successfully implementing APC systems at transit agencies, universities, shuttle operations, both bus and rail, throughout North America. Highly skilled engineers and technicians extensively tested and developed APC sensors, data acquisition devices, and communication equipment, and the most thorough APC analytic software package available to the transit marketplace.

In UTA's proposed hardware configuration, each City of Clovis vehicle is equipped with UTA's flexible, proven, and reliable APC Model 31 CPU. Above each vehicle doorway, UTA will install industry-leading 3D-video passenger counting sensors, proven to produce passenger counting accuracy in excess of 98-99% in bus and rail applications. An input from each City of Clovis vehicle door and wheelchair lift (and optionally bicycle rack deployment) will be connected to UTA's Model 31 APC CPU Module to properly allocate passenger boardings and alighting to specific City of Clovis stops.

The diagram below illustrates the major components of UTA's on-bus APC system and connectivity. All APC doorway sensors (Qty=1-2 sensors per vehicle) are networked to the APC Model 31 CPU by means of an Ethernet switch.

In addition to passenger counts, the UTA Model 31 APC CPU will collect wheelchair lift activity, door open/close activity, and optionally, bicycle rack and driver's seat occupancy via digital inputs.

APC Data Records are generated upon state change of any connected digital input (door, wheelchair, bicycle rack, drivers' seat, etc.) as well as timestamps every thirty (30) seconds. Each APC Data record is inclusive of cumulative passenger counts, record type, GPS data (time, location, heading, velocity) and a unique record number identifier. The comprehensiveness of collected data assures maximum analytic utility and supports a wide range of user analytic requirements.

### 3.1.1 UTA APC CPU - Model 31



UTA's Model 31 APC CPU is an industrial quality multifunction vehicle tracking/telemetry CPU manufactured by CalAmp Corp. (headquartered in Oxnard, CA) which runs on an embedded 32-bit microprocessor. Based on CalAmp's LMU (Location Messaging Unit) architecture, the device provides the data storage, GPS, and wireless communication foundation of UTA's APC system. The small size (4.3"

x 3.2" x 1.3") of the CPU allows for multiple mounting options with the most common being the on-board electronics cabinet. The UTA APC CPU is a highly reliable data acquisition and logging device used in many Automatic Vehicle Location (AVL) and mobile data acquisition applications (Police/Fire, Public Transit, School Bus fleets, Heavy-duty trucking fleets, etc.).

In UTA's proposed APC Hardware Configuration for the City of Clovis, the UTA APC CPU is responsible for the creation of the basic APC raw data record, APC data storage, and transmission to the UTA APC Data Collection cloud-server. The on-bus APC CPU continually (every one second) queries each APC Sensor for passenger boardings and alightings, monitors digital inputs for vehicle door state (open/close), and receives/parses incoming GPS time/location data from the onboard GPS receiver. These data (counts, location, time, door events) are recorded and stored in onboard memory in the form of UTA APC Data Records.

UTA's Model 31 CPU will operate in both a StandAlone and Integrated configuration. In UTA's StandAlone configuration, the APC data will be transferred in real-time to a UTA cloud server. In an Integrated configuration, UTA's Model 31 CPU will transfer the raw sensor data to the on-bus AVL CPU using RS232 or J1708 messaging protocols.

Raw APC Data Records provide the basis for all real-time and statistical reporting functions such as NTD and a wide range of service-analysis reports. Each UTA Data Record contains the following information:

- Record Type
  - Timestamp (every 30 seconds)
  - Door Open event
  - Door Close event
  - Wheelchair Deploy event
  - Wheelchair Stow event
  - System Initialization event
  - Diagnostic
- Current Date / Time
- Current Latitude / Longitude, Speed, Heading
- Current Passenger Count values from each door:
  - (continuously incrementing)
- Bus Number

Raw APC data is stored onboard the APC CPU until network connectivity to the APC Server is available. The UTA APC CPU continually attempts to establish a connection to the APC server.

With continuous network connectivity to the APC Server, the capability exists for UTA's M31 CPU to support real-time applications of APC data. Examples of this capability may include vehicle location (including speed and heading) for display on internal City of Clovis or passenger-facing Automatic Vehicle Location (AVL) applications, real-time passenger load display by bus, real-time overcrowding reporting, and optionally Bike Rack Occupancy status.

UTA's Model 31 CPU contains a high-grade, high-accuracy 50-channel GPS receiver. Due to the high reliability of the Model 31 and the exceptional GPS resolution (+/- 2 meters), UTA is frequently asked to deploy the Model 31 APC CPU to validate the accuracy of other on-vehicle systems such as voice-annunciators and AVL systems.

UTA's Model 31 APC CPU can be integrated with RS232 devices, J1708, and J1939 vehicle networks and configurable for WLAN and cellular network technologies. Its small size and low power consumption make this unit ideal for transit applications.

With more than two million units in service worldwide public service application such as taxi, emergency response vehicles, including 60,000 units in the transit and school bus markets, UTA's Model 31 CPU has a proven history of successful performance in mobile vehicle data acquisition applications.

Accessible with a laptop and web browser (no special software required), the APC CPU will provide City of Clovis APC Maintenance technicians with a status display of all current APC subsystem status for diagnostic purposes:

## APC Status

Current APC system status

Current Time:	20 Feb 2018 16:26:31 PST
GPS Status:	Good, 3D fix, 8 sats, HDOP: 0.8
Active Hella Sensors:	3
Records stored for transmission:	562
Operating Mode:	HTTP compressed file transfer
Inbound Server:	https://datatransfer.utatransit.net
WIFI SSID:	APC_Secure
WIFI Mode:	WPA2_PSK
WIFI Status:	Connected
Cellular APN:	-disabled-

Last APC record : >C,151229,76,81,41,61,051,25969,106,049,068,057,048,126,000000,13774<

### Hella Sensor 1

Hella sensor status

Name:	Front Door
IP :	192.168.101.1
Last Report:	20 Feb 2018 16:26:30 PST
Last Event:	Door Open

### Hella Sensor 2

Hella sensor status

Name:	Rear Door
IP :	192.168.101.2
Last Report:	20 Feb 2018 16:26:24 PST
Last Event:	Door Close

### Hella Sensor 3

Hella sensor status

Name:	Aux1 Door
IP :	192.168.101.3
Last Report:	20 Feb 2018 16:26:22 PST
Last Event:	Count

© UTA 2017-2018

- Current Time
- GPS Status
- Comm Status
- Number of APC Sensors configured
- Number of APC data records stored
- Operating Mode
- Current I/O status (doors etc.)
- Current counts from each sensor
- Last APC data record generated



### 3.1.2 APC Data Transfer

UTA’s APC CPU Module (Model 31) is capable of a variety of network connectivity options for APC Data transfer. Offering flexible data transfer options is often highly beneficial to transit operators as IT infrastructure, both onboard the vehicle and fixed/backend often change or are updated within the expected lifecycle of the APC system (10-15 years+).

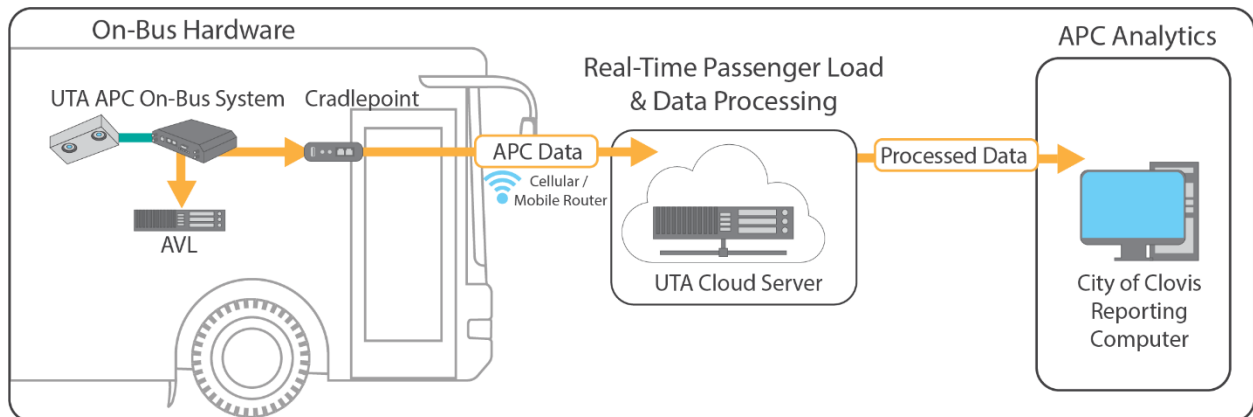
#### 3.1.2.1 Data Transfer via City of Clovis Mobile Router – StandAlone

The UTA APC Model 31 CPU is equipped with onboard Ethernet capability and 802.11 a/b/g/n/ac Wi-Fi. Through either Ethernet or Wi-Fi, at City of Clovis preference, the UTA APC CPU Module will be connected to the City of Clovis Cradlepoint to permit raw APC data to be transferred automatically from each bus to an APC Data server. APC data present on UTA’s Cloud Server is backed-up and stored for a minimum of five (5) years. The real-time data transfer via the Cradlepoint allows for City of Clovis real-time bus location, passenger load, and bicycle load displays.

UTA will utilize City of Clovis on-board router as a network pathway from the on-bus UTA APC CPU Module to the APC Data Server

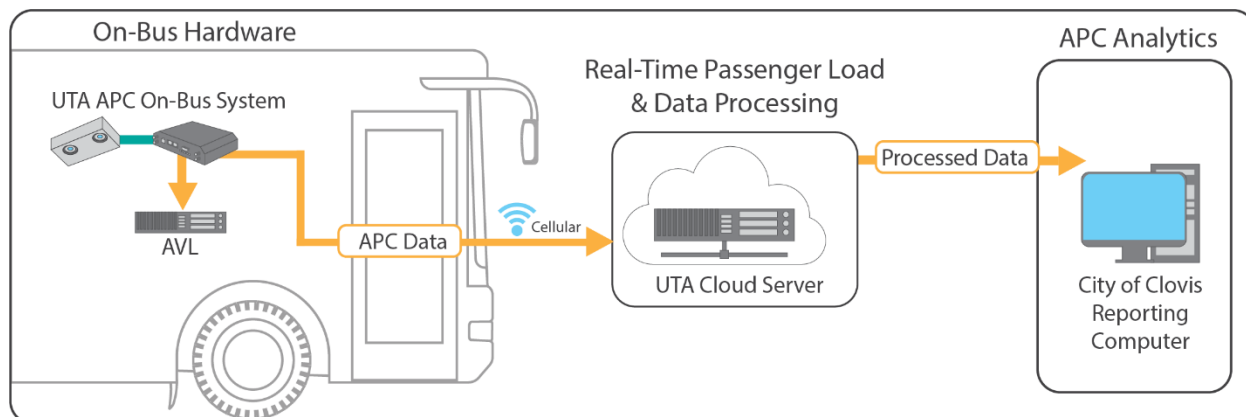
UTA has implemented a number of sites with similar APC Data Transfer configurations.

- ABQRide ART (Albuquerque, NM)
- Madison County Transit (Granite City, IL)
- PART (Greensboro, NC)
- Valley Regional Transit (Boise, ID) VRT
- KCAPTA (Hanford CA)
- SLORTA (San Luis Obispo, CA)
- SMART (Detroit, MI)



### 3.1.2.2 Option 2: Cellular Data Transfer – StandAlone

The UTA APC Model 31 CPU is equipped with an integrated global cellular radio (LTE Category 4) capable of operating on a wide range of cellular networks including all major US carriers (Verizon, T-Mobile, AT&T, etc.), and is not restricted to solely HSPA(GSM) or CDMA (Verizon). Raw APC data is transferred automatically from each bus over cellular connection to an APC Data server (optionally UTA-hosted cloud server, or City of Clovis -hosted APC server). APC data present on UTA's Cloud Server is backed-up and stored for a minimum of five (5) years. The cellular data transfer allows for City of Clovis real-time bus location, passenger load, and bicycle load displays.



Many UTA APC sites have chosen to configure the APC system to enable the onboard cellular capability for APC Data Transfer, including:

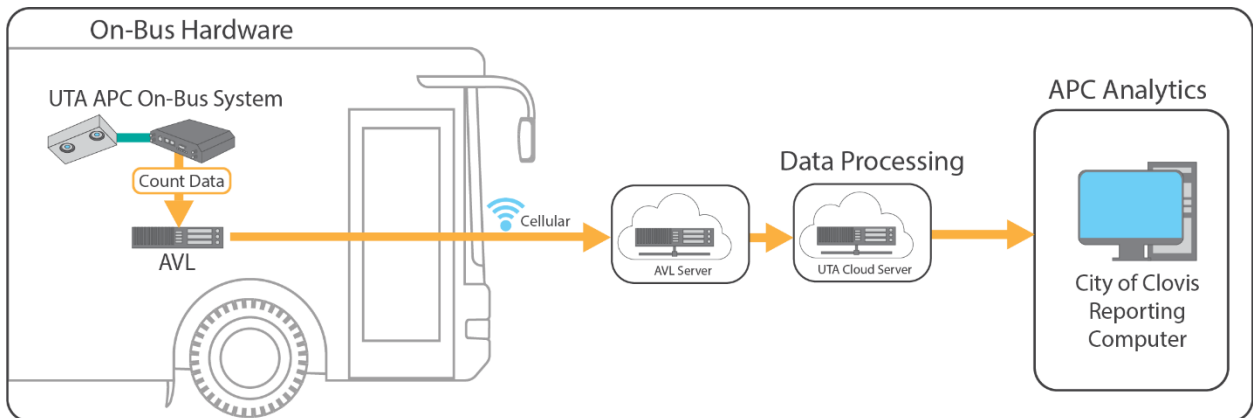
- Williamsburg Area Transit Authority (Williamsburg, VA) WATA
- Cape Cod Regional Transit Authority (Cape Cod, MA) CCRTA
- High Point Transit System (High Point, NC) HPTS
- Niagara Frontier Transit Authority (Buffalo, NY) NFTA Metro (rail)
- University of Virginia (Charlottesville, VA) UVA

### 3.1.2.3 Option 3: AVL Data Transfer – Integrated

The UTA APC Model 31 CPU incorporates serial RS232 as well as Ethernet (TCP/UDP) connectivity for interfacing with other onboard AVL or ITS systems. In the Integrated configuration, raw APC Data records are generated by the UTA Model 31 CPU, including passenger count information, event type, and diagnostic information. These raw APC Data records are transmitted to the AVL system where they are merged with current time and location data from the AVL's GPS source.

The AVL provider is responsible for maintaining data quality and integrity, data transfer off the vehicle, and collection on a server/database for access by the UTA Data Processing and Analytic Software. The AVL-Integrated data transfer configuration is often perceived to be less costly or less complex (no need for separate cellular plan for the APC system, no dedicated APC system antenna, etc.).

It should be noted, these data transfer options (Stand Alone vs Integrated are not mutually-exclusive). The UTA Model 31 is capable of collecting, retaining, and transferring APC Data via either of the 'Stand Alone' options and simultaneously providing APC passenger count data to the AVL system for any purposes the AVL provider may have for real-time count information.



A number of UTA APC sites have chosen to configure the APC system to integrate with AVL/ITS systems for APC Data Transfer, including:

- Solano County Transit (Vallejo, CA) SolTrans
- Stanislaus Regional Transit (Stanislaus County, CA) StaRT
- Racine Transit (Racine, WI) RYDE
- Dallas Area Rapid Transit (Dallas, TX) DART

### 3.1.3 UTA APC Sensor Technology

The UTA APC passenger counting sensor is a 3-D vision-based sensing system manufactured by Hella Aglaia GmbH. It is capable of being mounted in a variety of locations over the doorways at various angles (does not need to be vertical), any rotation (does not need to be parallel to the door), and several feet inboard of the door threshold without any impact on sensor counting accuracy.



The overhead APC sensor configuration offers considerable flexibility to mount the sensor where wiring access is simplified, and aesthetics are improved.

By using sophisticated machine-vision, the Hella sensor is not only able to detect and count passengers with unparalleled accuracy, but it can also distinguish categories, or classes of passengers moving through its field of view. The UTA APC sensor can detect, and separately report Adults, Children, and non-Human objects (e.g., Bicycles).

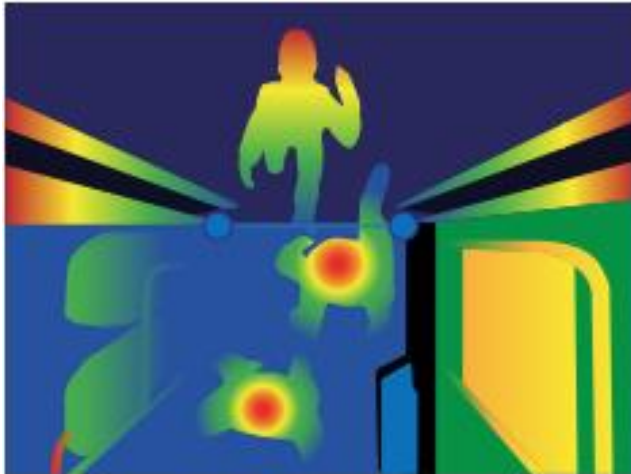


UTA's APC sensor represents the current state-of-the-art in passenger counting and object-detection technology. Combining a pair of High Dynamic Range (HDR) color video cameras with sophisticated machine-vision image processing algorithms developed by Hella GmbH, one of the world's largest automotive suppliers, the UTA APC sensor is unmatched in accuracy and reliability in passenger counting applications. Hella has drawn upon its experience in providing adaptive, radar and vision-based automotive driver-assistance and safety systems (used by some of the world's premier auto manufacturers) to produce a passenger counting sensor far superior in capability and performance to other APC sensor technologies (passive/active infrared, laser, time-of-flight).

In addition to improved accuracy over older APC technologies, the UTA APC sensor offers a variety of additional features and benefits not available with other sensors. For example, typical active/passive and time-of-flight APC sensors have a limited field of view, and therefore

a fixed limit on the width of doorway which they can accurately detect passenger movement. The UTA APC sensor, by using wide-angle video cameras, is able to monitor a much wider doorway for a given mounting height than infrared technologies. In a typical transit environment, a single sensor can easily monitor a doorway over 5ft in width, where "pencil beam" or overhead infrared technologies may require two, or even three sensors for a similar door width. Furthermore, older overhead sensor technologies required a vertical, or near-vertical mounting location above the "counting line" or the point in the doorway where a passenger count would be recorded. Often, especially in rail applications, the doorway geometry does not lend itself to easy (or aesthetically pleasing) mounting of a sensor at the door threshold.

Stereoscopic, color, video cameras continually acquire images from within a user-definable area. Onboard software evaluates video images, and objects (passengers) within the detection area are identified and tracked by comparing their position against subsequent video frames. A calculated 3D image based on the distances for all pixels to the device is calculated for each frame of video. The color indicates the distance to the device (blue = far, red = near). From this 3D image, passengers and objects are detected and tracked.



3D “Heat Map”

Each UTA APC sensor will communicate with the APC Controller via UDP over Ethernet. Each sensor will be connected Ethernet cabling to an ethernet switch installed near the APC CPU Module. Each APC sensor will be polled by the APC Controller via UDP message every (1) second for passenger count updates.

Upon receipt of Passenger Count Request message, each sensor will respond independently with current (rolling) count values for both boardings and alightings as well as the Door ID# and/or IP address of each sensor for doorway identification.

Being a self-contained processing device, the UTA APC sensor also provides a much more intuitive means of setup/calibration and diagnostics than older sensing systems. The UTA APC sensor provides a Web-Based interface GUI for configuring counting parameters, communication settings, and technician diagnostics. This web interface requires no special software, simply a laptop with a web browser.

A single APC Sensor will be mounted above each vehicle doorway. Mounted inboard of each door, vertically overhead, UTA’s sensors are capable of accurately monitoring passenger movements regardless of door opening width, high or low-floor vehicle, or unusual doorway configurations.

A configurable “floor area” is established via a web GUI (by establishing a connection to each sensor via web browser) which defines the area within the overall field of view of the sensor camera where passenger movement should be identified and tracked.

Within the “floor area”, a “counting line” is established, usually at or near the door threshold, though this can vary depending on the particular doorway configuration, where a counting “decision” is made. That is, when a passenger crosses the “counting line” when or if to consider passenger movement to be a boarding, alighting, or ignored.



### 3.1.4 UTA APC System Accuracy

For more than thirty (30) years and in more than one-hundred-twenty-five (125+) UTA APC applications, APC Accuracy evaluations (formal or informal) have taken place at each site. UTA's APC Accuracy has consistently been evaluated to meet or exceed the specifications of the local transit agency.

One the following page is a table of past accuracy evaluations from 1998 through 2019 illustrating UTA APC accuracy as compared with skilled manual checkers. Passenger count data collected by UTA's APC system regularly concurs with manual counts in excess of 98% both in Boardings and Alightings.

Overall, UTA APC vs. Manual concurrence over 30,000 Boarding/Alighting observations exceeds 98%.

Site	Date	Boarding Concurrence	Alighting Concurrence	Observations
NCSU Carolina State University	North Feb - Apr 2019	100.5%	101.4%	757
WATA Williamsburg Area Transit Authority	Jan-Feb 2019	99.0%	103.0%	245
DART Dallas Area Rapid Transit	Aug-Dec 2018	100.0%	102.0%	2135
NFTA Niagara Frontier Transit Authority	2016-2018	101.2%	100.2%	3307
MST Monterey-Salinas Transit	February 2018	100.0%	100.0%	86
Victoria, BC BCTransit	July 2017	100.0%	97.4%	392
SORTA Southwest Ohio Regional Transit Authority	December 2013	100.0%	100.0%	97
ACTransit Alameda-Contra Costa Transit Authority	June 2014	97.0%	95.7%	148
NYU New York University	January 2016	99.1%	99.6%	947
BU Boston University	May 2016	96.1%	94.0%	287
VIA Via Metropolitan Transit	July-Oct 2016	99.3%	99.7%	2068
ABQRide Albuquerque, NM	Feb-Mar 2017	98.5%	98.5%	1162
NFTA Niagara Frontier Transit Authority	2016-2018	101.2%	100.2%	3307
JTA Skyway Jacksonville Transit Authority	February 2015	98.9%	97.7%	356

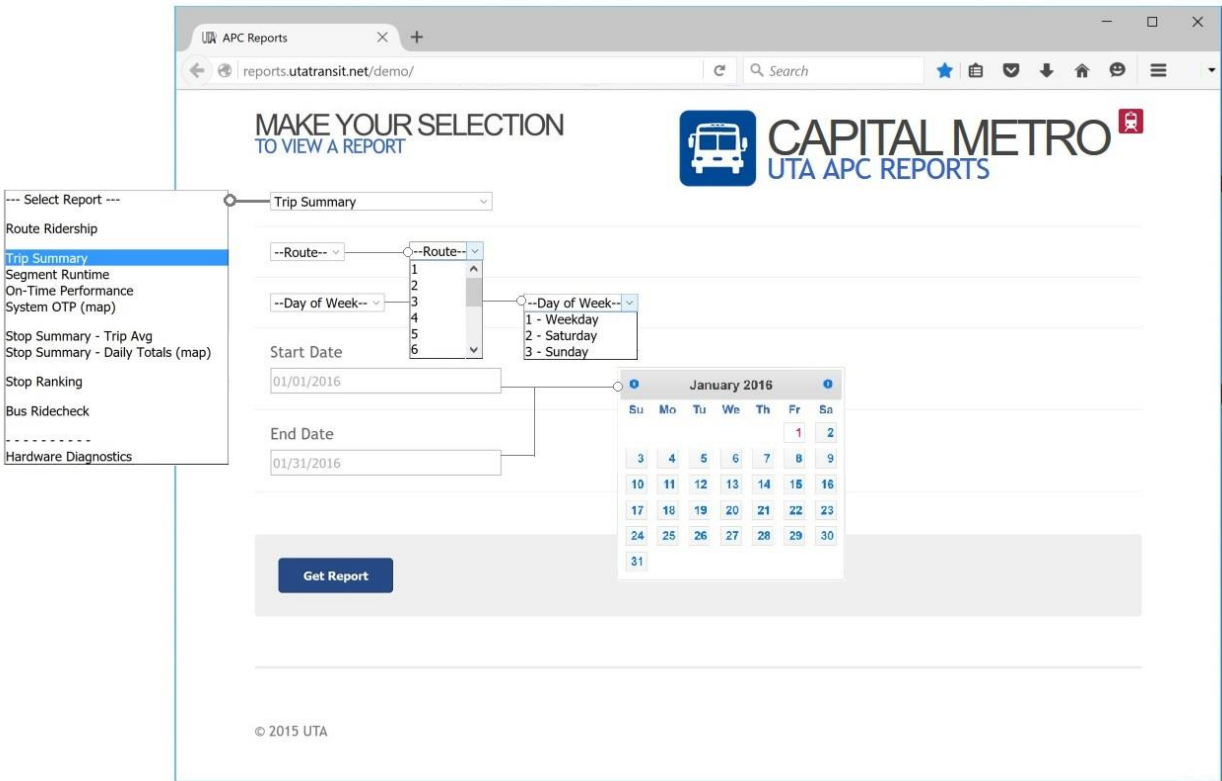
MCAT Manatee County Transit Authority	February 2015	97.9%	97.7%	1062
MBTA Massachusetts Bay Transit Authority	Sept - Jun 2013	96.0%	97.0%	4662
VINE Napa Valley Transit	December 2014	98.5%	97.4%	393
TriDelta Antioch, CA	April 2013	97.4%	94.4%	335
COTA Central Ohio Transit Authority	June 2015	98.7%	99.4%	2593
UTA Utah Transit Authority	2012-2013	99.1%	98.7%	6995
PSTA Pinellas Suncoast Transit Authority	2012-2013	99.2%	100.0%	247
MACOG Michiana Area Council of Governments	June 2012	100.0%	96.8%	253
MUNI San Francisco Municipal Railway	October 2011	99.1%	98.6%	919
MARTA Metropolitan Atlanta Rapid Transit Authority	March 2011	96.8%	99.6%	1074
ACTransit Alameda-Contra Costa Transit Authority	2005	98.0%	98.0%	
SORTA Southwest Ohio Regional Transit Authority	2005	99.0%	99.0%	
LACMTA Los Angeles County Metro Transit Authority	2002	99.0%	99.0%	
Omnitrans San Bernardino, CA	2001	99.5%	99.5%	4200
SEPTA Southeastern Pennsylvania Transportation Authority	2001	99.0%	98.0%	
Victoria, BC BCTransit	2000	98.0%	97.0%	
DART Dallas Area Rapid Transit	1998	99.0%	99.0%	
<b>Overall =</b>		<b>98.9%</b>	<b>98.7%</b>	



### 3.2 UTA APC Analytic Software

The UTA hosted APC Analytic Reporting Tool is a password protected website with an easy-to-access intuitive interface. City of Clovis staff will interact with a user-defined, highly detailed set of reports allowing the user to dynamically query the hosted database. Users are capable of drilling down from macro-analytics (initial summary reports) to micro-analytics (detailed direct individual observations).

The image below is a collage of the of the homepage with the different dynamic query options visualized from our user in Austin Texas. Capital Metro is a large urban transit agency which also provides all the service for University of Texas shuttles. The tool provided offers the users to switch back and forth from Rail to Bus analytics. Users can query either data set intuitively by any day of week, time period, date, route number, bus number or other requested field.



### Route Ridership NTD Statistics

Many transit agencies organize their analytic reporting in monthly route level ridership totals. The UTA Route Ridership NTD Statistics report allows users to select any date range desired by the user and will return the day type average ridership (weekday, Saturday, Sunday, Holiday) ridership during that time frame as well as the total ridership for each route and each day type during the time from. The example below contains both day type averages of UPT (AVG Daily Ridership) and PMT (AVG Daily Pass-Miles) as well as monthly totals for day type UPT (Monthly Ridership) and PMT (Monthly Pass Miles). The report has a single-click export to CSV option to quickly get the report content into a manipulable Excel file and total summary statistics at the bottom for quick answers to requested questions.

### MONTHLY ROUTE RIDERSHIP 02/01/2021 - 02/23/2021

[Export Table To CSV File](#)

Route	Route Name	Day Type	Schedule	Avg Daily Ridership	Avg Daily Pass-Miles	Avg Trip Length	Sampled Trips	Scheduled Trips	Expansion Factor	Expanded Ridership	Expanded Pass-Miles	Day Count	Monthly Ridership	Monthly Pass-Miles
5	<a href="#">Muncietown</a>	3-Sunday	2101	30.0	220.2	7.34	10	10	1.00	90.0	220.2	3	192.0	604.7
6	<a href="#">Jamestown</a>	1-Weekday	2101	116.1	797.8	9.39	30	30	1.00	122.2	797.8	16	1,954.7	12,765.2
6	<a href="#">Jamestown</a>	2-Saturday	2101	97.0	673.0	9.37	30	30	1.00	105.5	673.0	4	422.0	2,692.0
6	<a href="#">Jamestown</a>	3-Sunday	2101	19.0	162.6	9.18	16	16	1.00	21.0	162.6	3	63.0	487.8
7	<a href="#">Mooretown</a>	1-Weekday	2101	180.9	1,002.5	7.20	30	30	1.00	188.1	1,002.5	16	3,010.3	16,040.5
7	<a href="#">Mooretown</a>	2-Saturday	2101	164.3	845.4	6.96	30	30	1.00	174.0	845.4	4	696.0	3,381.7
7	<a href="#">Mooretown</a>	3-Sunday	2101	40.0	219.3	6.76	16	16	1.00	43.3	219.3	3	130.0	657.9
8	<a href="#">W&amp;M</a>	1-Weekday	2101	55.2	560.6	5.34	22	22	1.00	55.2	560.6	16	882.7	8,970.0

...

<b>Total Monthly Ridership</b>	<b>Total Monthly Pass-Miles</b>
36,874	200,111

Drill down to see the time of day results for a specific route and service day.

### MONTHLY ROUTE RIDERSHIP: TRIP AVERAGES 02/01/2021 - 02/23/2021 Mooretown Saturday Schedule: 2101

[Export Table To CSV File](#)

Route	Route Name	Day Type	Schedule	Direction	Trip	Avg On	Avg Off	Avg Pmile	Avg TLen	Samples
7	Mooretown	2-Saturday	2101	Outbound	<a href="#">0600</a>	3.25	2.50	15.6	6.2	4
7	Mooretown	2-Saturday	2101	Inbound	<a href="#">0630</a>	3.50	6.00	26.3	7.1	4
7	Mooretown	2-Saturday	2101	Outbound	<a href="#">0700</a>	7.25	4.00	34.3	6.2	4
7	Mooretown	2-Saturday	2101	Inbound	<a href="#">0730</a>	6.00	9.25	42.2	8.0	4
7	Mooretown	2-Saturday	2101	Outbound	<a href="#">0800</a>	8.00	3.50	36.5	6.3	4
7	Mooretown	2-Saturday	2101	Inbound	<a href="#">0830</a>	6.00	11.50	34.5	8.3	4
7	Mooretown	2-Saturday	2101	Outbound	<a href="#">0900</a>	8.50	4.25	35.5	6.2	4

Another click on the "Trip" hyperlink brings the user to all the individual observations of the trip. Included in the Saturday service is President's Day 2/15 when WATA operated Saturday service on a Monday.

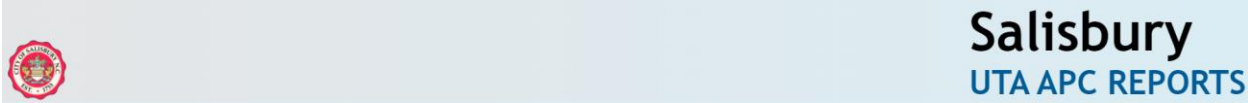
### INDIVIDUAL TRIP OBSERVATIONS 02/01/2021 - 02/23/2021 Mooretown Saturday Schedule: 2101 Direction: Inbound Trip: 0630

[Export Table To CSV File](#)

Route	Route Name	Day Type	Schedule	Direction	Trip	Date	Psg On	Psg Off	Pmile	TLen
7	Mooretown	2-Saturday	2101	Inbound	0630	2021-02-06	4.00	4.00	20.4	7.0
7	Mooretown	2-Saturday	2101	Inbound	0630	2021-02-13	3.00	3.00	14.5	7.1
7	Mooretown	2-Saturday	2101	Inbound	0630	2021-02-15	5.00	9.00	33.7	7.1
7	Mooretown	2-Saturday	2101	Inbound	0630	2021-02-20	2.00	8.00	36.7	7.1

**Route Ridecheck**

The most basic form of APC analytics is the APC Ridecheck, which shows the direct APC observation per stop from each bus. The APC Ridecheck Report automates the information historically provided by an in-person ridechecker, making detailed and precise bus stop observations available to all users. The Ridecheck Report is often used to collaborate bus rider complaints, but it most prominently utilized when completing the NTD APC certification procedure and validating APC hardware. The UTA APC Analytic Report Menu offers a direct query of the Ridecheck information but users can also navigate to the analytics through other reports as they drill down from macro-analytics to micro-analytics in reports such as Trip Summary, Trip Productivity and Sampling Status report.



Route	Route Name	Stop Seq. ID	Stop ID	Stop Name	Day of Week	Direction	Trip	Date	Arr. Time	Passengers On	Passengers Off	Passenger Load	Passenger Miles	Interstop Dist.	Bus
2	Red	0	337503	TRANSFER SITE	Weekday	Inbound	0820	2021-02-02	08:19:28	9	0	9	0.000	0.00	852
2	Red	1	337550	E COUNCIL ST AND N LONG ST	Weekday	Inbound	0820	2021-02-02	08:22:16	0	1	8	0.718	0.08	852
2	Red	2	337526	S LONG ST AND AUTO ZONE	Weekday	Inbound	0820	2021-02-02	08:24:15	0	0	8	1.193	0.15	852
2	Red	3	337538	S LONG ST AND E FISHER ST	Weekday	Inbound	0820	2021-02-02	08:24:23	0	0	8	0.453	0.06	852
2	Red	4	337527	S LONG ST AND E BANK ST	Weekday	Inbound	0820	2021-02-02	08:24:33	0	0	8	0.608	0.08	852
2	Red	5	337528	S LONG ST AND HORAH ST	Weekday	Inbound	0820	2021-02-02	08:24:41	0	0	8	0.611	0.08	852
2	Red	6	337537	OLD CONCORD RD AND E MONROE	Weekday	Inbound	0820	2021-02-02	08:24:51	0	0	8	0.759	0.09	852
2	Red	7	337536	OLD CONCORD RD AND S SHAVER	Weekday	Inbound	0820	2021-02-02	08:25:09	0	1	7	0.867	0.11	852
2	Red	8	337484	S CLAY ST AND CHERRY ST	Weekday	Inbound	0820	2021-02-02	08:25:59	0	0	7	1.288	0.18	852
2	Red	9	337483	CHERRY ST AND CLAY ST	Weekday	Inbound	0820	2021-02-02	08:26:09	0	0	7	0.362	0.05	852
2	Red	10	337482	CHERRY ST AND S MARTIN LUTHE	Weekday	Inbound	0820	2021-02-02	08:26:27	0	1	6	0.475	0.07	852
2	Red	11	337351	MYRON PL AND ARLINGTON ST	Weekday	Inbound	0820	2021-02-02	08:27:30	0	0	6	1.730	0.29	852
2	Red	12	337352	WAL MART	Weekday	Inbound	0820	2021-02-02	08:28:11	0	2	4	1.243	0.21	852
2	Red	13	337353	ARLINGTON ST AND INNES ST	Weekday	Inbound	0820	2021-02-02	08:29:10	0	0	4	1.304	0.33	852
2	Red	14	337485	BENDIX DR AND FAITH RD	Weekday	Inbound	0820	2021-02-02	08:30:45	0	0	4	2.241	0.56	852
2	Red	15	337532	FOODLION	Weekday	Inbound	0820	2021-02-02	08:32:42	0	0	4	1.385	0.35	852
2	Red	16	337354	HEALTH DEPT. & DSS	Weekday	Inbound	0820	2021-02-02	08:34:26	0	0	4	1.290	0.32	852
2	Red	17	337355	E INNES ST AND NEWSOME RD	Weekday	Inbound	0820	2021-02-02	08:36:07	0	0	4	0.679	0.17	852
2	Red	18	337356	POST OFFICE	Weekday	Inbound	0820	2021-02-02	08:38:16	0	0	4	3.405	0.85	852
2	Red	19	337533	MLK JR AVE AND E HORAH ST	Weekday	Inbound	0820	2021-02-02	08:38:52	1	0	5	0.935	0.23	852
2	Red	20	337534	MLK AVE AND MONROE ST	Weekday	Inbound	0820	2021-02-02	08:39:08	0	0	5	0.191	0.04	852
2	Red	21	337535	S MLK JR AVE AND OLD CONCORD	Weekday	Inbound	0820	2021-02-02	08:39:48	0	0	5	0.914	0.18	852
2	Red	22	337531	OLD CONCORD RD AND S CLAY ST	Weekday	Inbound	0820	2021-02-02	08:40:26	0	0	5	0.482	0.10	852
2	Red	23	337523	E INNES AND THE BANK	Weekday	Inbound	0820	2021-02-02	08:42:30	0	0	5	2.785	0.56	852
2	Red	24	337503	TRANSFER SITE	Weekday	Inbound	0820	2021-02-02	08:43:19	0	5	0	0.722	0.14	852

[Export Table To CSV File](#)

Route	Route Name	Day of Week	Direction	Trip	Date	Passengers On	Passengers Off	Passenger Miles	Act. Trip Run Miles
2	Red	Weekday	Inbound	0820	<a href="#">2021-02-02</a>	10	10	26.6	5.3

### APC Political Jurisdiction Service Statistics

The City of Salisbury, NC Transit service region contains three municipalities. Salisbury Transit is required to report service statistics to the municipal governments of all three municipalities. The UTA Political Jurisdiction report quickly and easily provides the Ridership, Passenger Miles, Revenue Miles and Revenue Hours for each municipality. The report also offers easy export JPG graphs which can be used in presentation as well as standard UTA Analytic Reporting features of immediate export of data to CSV files and Macro- to Micro- drill down analytics.

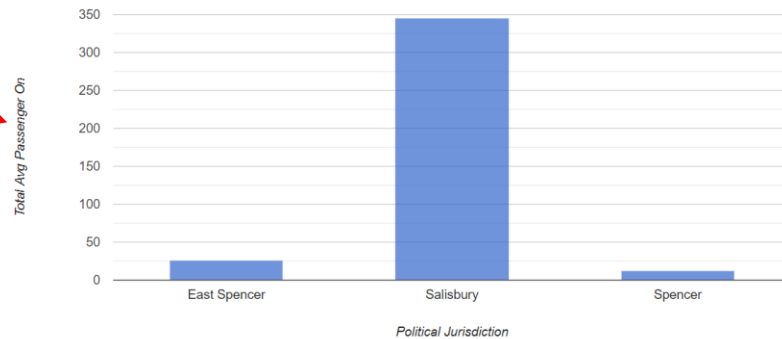
#### Political Jurisdiction: Totals By City

4/01/2020 - 11/24/2020

Day Of Week: Weekday

Choose which metric to display on the graph

- PASSENGER ON
- PASSENGER OFF
- PASSENGER MILES
- REVENUE MILES
- REVENUE HOURS



Export Table To CSV File

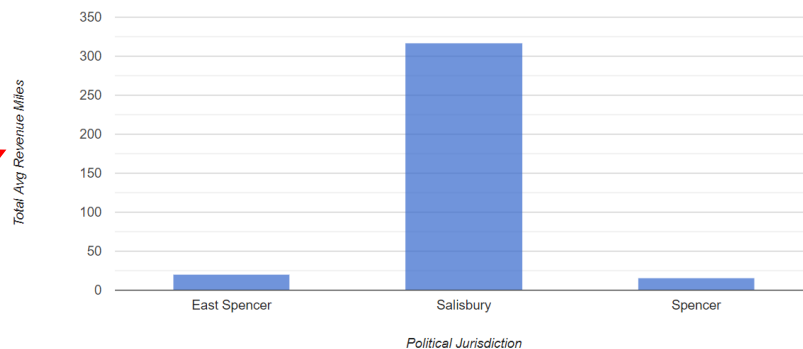
Export Chart to JPG

Day of Week	Political Jurisdiction	Total Avg Passenger On	Total Avg Passenger Off	Total Avg Passenger Miles	Total Avg Revenue Miles	Total Avg Revenue Hours
1-Weekday	East Spencer	26	19	113	21	1.1
1-Weekday	Salisbury	345	406	1213	317	20.2

The buttons on the left side of the graph allow users to click back and forth between statistics without running a new report.

Choose which metric to display on the graph

- PASSENGER ON
- PASSENGER OFF
- PASSENGER MILES
- REVENUE MILES
- REVENUE HOURS



By clicking on each Municipality in the table below users can drill down into analytics for each route inside that municipality only

#### Political Jurisdiction: Totals By Route

Salisbury

4/01/2020 - 11/24/2020

Day Of Week: Weekday

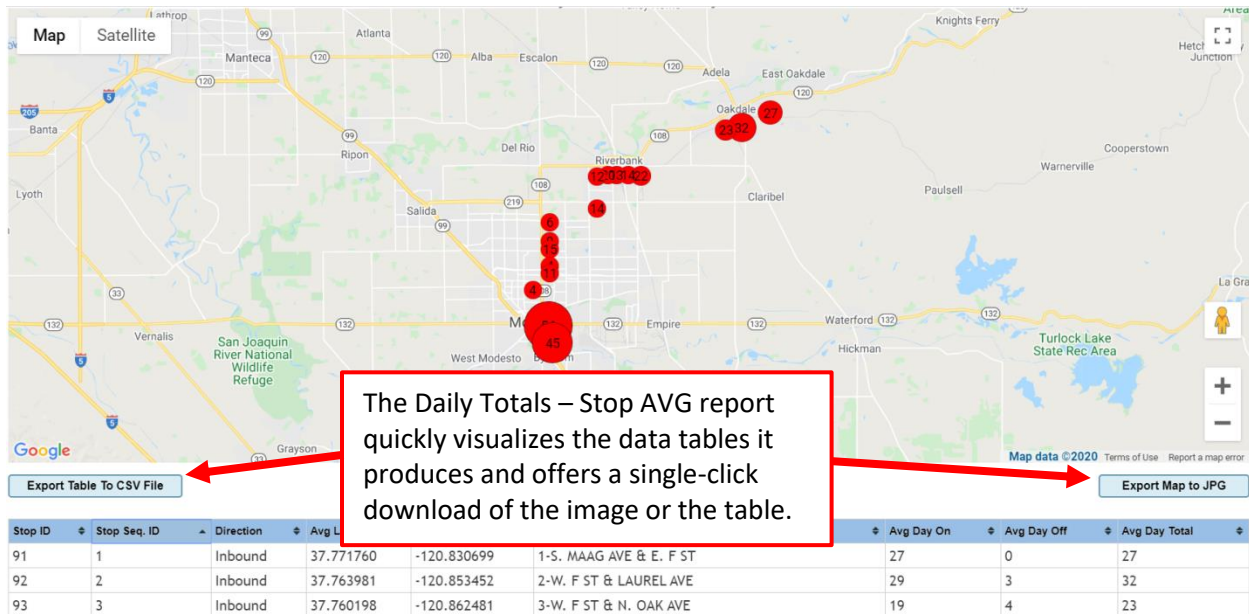
Export Table To CSV File

Day of Week	Route	Route Name	Political Jurisdiction	Total Avg Passenger On	Total Avg Passenger Off	Total Avg Passenger Miles	Total Avg Revenue Miles	Total Avg Revenue Hours
1-Weekday	1	Green	Salisbury	71	79	302	119	7.0
1-Weekday	2	Red	Salisbury	170	193	559	113	7.4
1-Weekday	3	Blue	Salisbury	104	134	353	84	5.8



### Bus Stop Ridership Visualization

The UTA Hosted APC Analytic Reporting Tool also offers quick and easy ability to see APC stop activity data plotted on a map. The example below is from StaRT in Stanislaus County, CA.



### Query by Passenger Load

Transit systems which serve large University often have to manage crush boardings and heavy loads. Since the start of the COVID-19 pandemic monitoring for on-bus loads that don't allow for social distancing has been an essential use of the APC System. The overcrowding (and its counter-part under-utilization) report directly queries these high-volume (or low-volume) locations and provides all stop records where the bus is over (under) user-defined load capacities.

OVERCROWDING REPORT  
 09/01/2019 - 3/20/2020  
 Passenger Load > 50

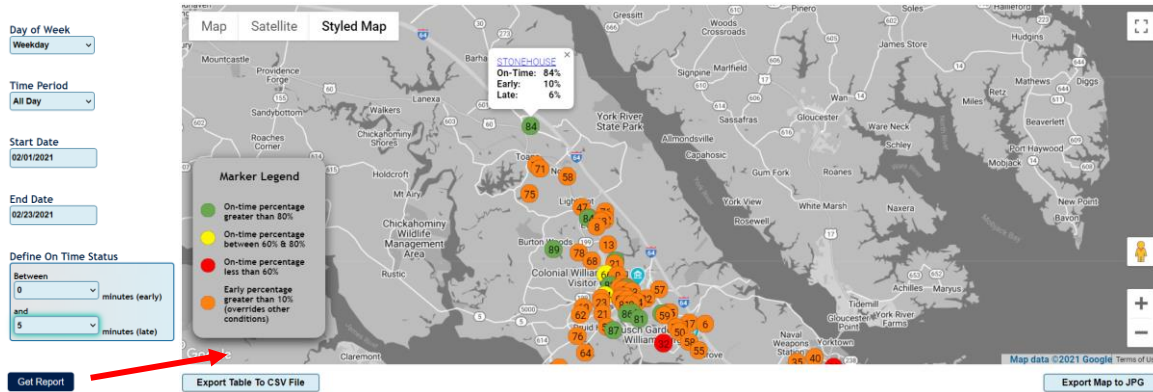


Download Table

Stop Name	Day of Week	Date	Arrive Time	Psgr ON	Psgr OFF	Psgr LOAD
STUART	Tuesday	2019-09-03	08:17:16	51	9	51
STUART	Wednesday	2019-09-04	08:14:10	53	9	53
STUART	Friday	2019-09-06	08:11:07	56	10	56
STUART	Friday	2019-09-20	08:19:45	50	0	50
STUART	Saturday	2019-09-21	17:40:48	22	3	53

### System OTP Maps

The UTA OTP analytics show allow users to dynamically set their own agency definition of On-Time Performance and display the results in a map which can be downloaded as a JPG as well.



If users click on an icon in the map they will get the summary OTP statistics and can click on the hyperlink in the Node ID to drill down into the individual observations. The support table below the map shows the OTP statistics for each node and can be exported into a CSV file with a single click of the mouse. Furthermore, the names of the Node IDs in the table also serve as a hyperlink which allow the user to drill down into all of the individual observations for the node.

Timepoint	Time Period	Avg Lat.	Avg Long.	Early (%)	On-Time (%)	Late (%)	Early (count)	On-Time (count)	Late (count)	Total (count)
<a href="#">ANVILCAMPGROUND</a>	All Day	37.308053	-76.728581	10	88	3	21	193	6	220
<a href="#">BATTERYRIVERSIDE</a>	All Day	37.253866	-76.667313	14	50	36	37	135	97	269
<a href="#">BKJEFFERSON</a>	All Day	37.207736	-76.574656	0	8	92	0	10	123	133
<a href="#">BURNTORDINARY2</a>	All Day	37.380633	-76.803750	16	76	8	35	165	17	217

### SYSTEM OTP: Individual Observations

02/01/2021 - 02/23/2021

Time Period: All Day

Day of Week: Weekday

On Time: 0 Minutes Early to 5 Minutes Late

Timepoint: ANVILCAMPGROUND

[Export Table To CSV File](#)

Timepoint	Time Period	Route	Trip	Block	Timepoint Location	TP SEQ	NUM TPS IN TRIP	Date	Scheduled Time	Arrival Time	Depart Time	On time Status
ANVILCAMPGROUND	All Day	Mooretown	0630	119454	MIDROUTE	3	6	2021-02-01	06:42:00	06:42:55	06:42:55	ON-TIME
ANVILCAMPGROUND	All Day	Mooretown	0730	119454	MIDROUTE	3	6	2021-02-01	07:42:00	07:43:27	07:43:27	ON-TIME
ANVILCAMPGROUND	All Day	Mooretown	0830	119454	MIDROUTE	3	6	2021-02-01	08:42:00	08:43:54	08:43:54	ON-TIME
ANVILCAMPGROUND	All Day	Mooretown	0930	119454	MIDROUTE	3	6	2021-02-01	09:42:00	09:44:09	09:44:09	ON-TIME
ANVILCAMPGROUND	All Day	Mooretown	1030	119454	MIDROUTE	3	6	2021-02-01	10:42:00	10:43:03	10:43:03	ON-TIME
ANVILCAMPGROUND	All Day	Mooretown	1130	119454	MIDROUTE	3	6	2021-02-01	11:42:00	11:45:24	11:45:24	ON-TIME
ANVILCAMPGROUND	All Day	Mooretown	1230	119454	MIDROUTE	3	6	2021-02-01	12:42:00	12:47:38	12:47:38	LATE
ANVILCAMPGROUND	All Day	Mooretown	1330	119454	MIDROUTE	3	6	2021-02-01	13:42:00	13:44:25	13:44:25	ON-TIME
ANVILCAMPGROUND	All Day	Mooretown	1430	119454	MIDROUTE	3	6	2021-02-01	14:42:00	14:45:41	14:45:41	ON-TIME

### On-Time Performance

This query also provides the system OTP, but this time aggregated by route. Users can also use the hyperlink in the route name to drill down.

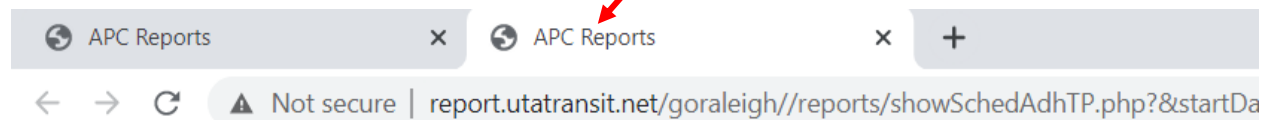


**ON-TIME PERFORMANCE**  
**ROUTE SUMMARY**  
 10/01/2020 - 02/23/2021  
 Day of Week: Weekday  
 On Time: .5 Minutes Early to 5 Minutes Late

Export Table To CSV File

Route Name	Early (%)	On-Time (%)	Late (%)	Early (count)	On-Time (count)	Late (count)	Total (count)
<a href="#">Apollo Heights</a>	19	63	16	2512	8120	2105	12737
<a href="#">Avent Ferry</a>	9	73	16	545	4149	926	5620
<a href="#">Biltmore Hills</a>	10	79	10	615	4731	616	5962
<a href="#">Blue Ridge</a>	14	67	18	1248	5768	1582	8598
<a href="#">Brier Creek Express</a>	5	85	8	134	2041	215	2390

The supporting table shows the OTP statistics for each Node in the transit network. By clicking on the hyperlink for the Apollo Heights route the users then see how each timepoint performed during March 2020 in a separate output that opened in a new tab.



Export Table To CSV File

Route Name	Direction	Timepoint	Early (%)	On-Time (%)	Late (%)	Early (count)	On-Time (count)	Late (count)	Total (count)
Apollo Heights	Outbound	<a href="#">MLKRALEB</a>	16	81	2	301	1499	50	1850
Apollo Heights	Outbound	<a href="#">MSS</a>	9	83	6	196	1663	124	1983
Apollo Heights	Inbound	<a href="#">MLKRALWB</a>	13	84	1	254	1553	27	1834
Apollo Heights	Outbound	<a href="#">POOLBEV</a>	93	5	1	1179	70	15	1264
Apollo Heights	Inbound	<a href="#">MSS</a>	12	6	81	233	123	1574	1930
Apollo Heights	Outbound	<a href="#">CAL SUN</a>	8	79	12	155	1522	246	1923
Apollo Heights	Inbound	<a href="#">CAL SUN</a>	9	87	3	188	1671	59	1918

Now the user can drill into micro-level individual observations by clicking the hyperlink for any timepoint. A third tab will open without closing either of the previous Macro-level reports. Users can review the when the bus arrived and departed each time point as compared to the scheduled time.

Timepoint: [MLKRALEB](#)  
 Day of Week: Weekday  
 On Time: 0.5 Minutes Early to 5 Minutes Late

Export Table To CSV File

Route Name	Direction	Date	Trip	Timepoint	Schedule	Arrive	Depart	Schedule Deviation (min)	Status
Apollo Heights	Outbound	2020-12-22	1715	MLKRALEB	17:25:00	17:23:53	17:25:14	0.23	On-Time
Apollo Heights	Outbound	2020-12-23	0915	MLKRALEB	09:25:00	09:23:31	09:25:53	0.88	On-Time
Apollo Heights	Outbound	2020-12-23	1515	MLKRALEB	15:25:00	15:22:13	15:25:05	0.08	On-Time
Apollo Heights	Outbound	2020-12-24	1115	MLKRALEB	11:25:00	11:20:42	11:25:12	0.20	On-Time
Apollo Heights	Outbound	2020-12-04	1745	MLKRALEB	17:55:00	17:55:45	17:56:23	1.38	On-Time
Apollo Heights	Outbound	2020-12-29	0815	MLKRALEB	08:25:00	08:23:07	08:25:33	0.55	On-Time
Apollo Heights	Outbound	2020-12-29	1015	MLKRALEB	10:25:00	10:21:18	10:25:13	0.22	On-Time

### Stop Ridership Ranking

It is important for transit systems to utilize their stop amenity resources wisely and the Stop Ridership Ranking Report allows users to quickly see which stops get high-volume traffic each day and which stops do not. The stops are ranked by a user-defined field (typically the sum of boardings and alightings at the stop).

The example below is from the Capital Metro in Austin, Texas where the transit agency has many stops on the University of Texas campus. Each stop also has a record for the number of routes which serve the stop.

STOP RANKING  
Markup: Summer 2018  
Day of Week: Weekday

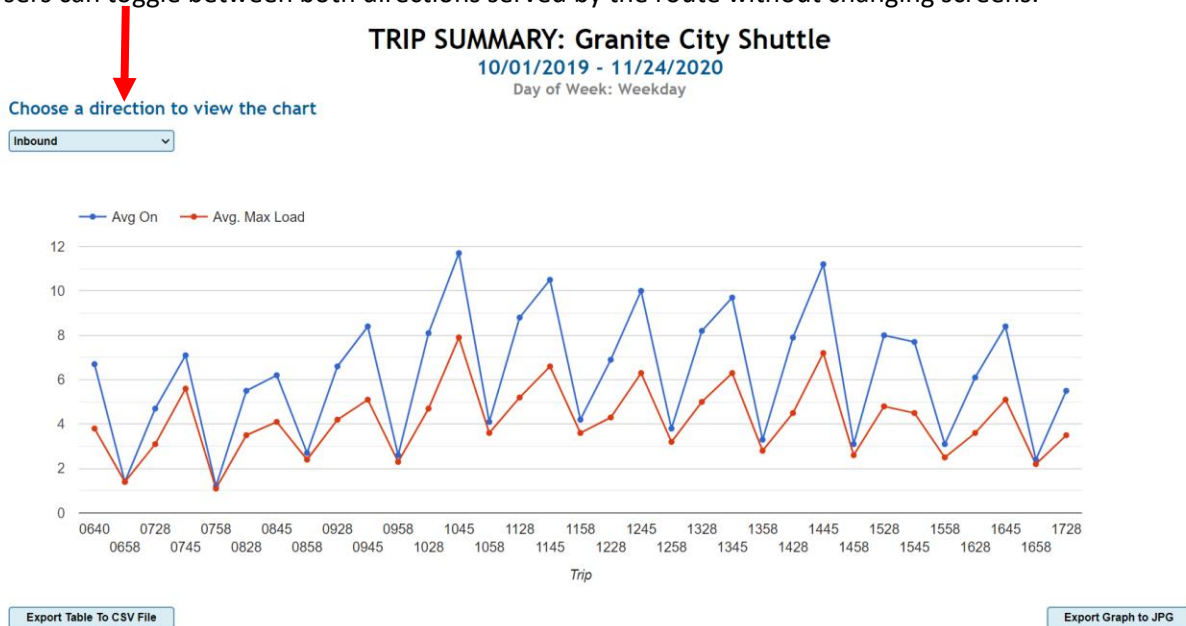


[Download Table](#)

Service Days	Stop ID	Stop Name	Avg Daily ON	Avg Daily OFF	Avg Daily TOTAL Psgr Activity	Daily Routes Served	Daily Trips Served
MUWTF	2613	GUADALUPE/4TH	2028	1216	3244	12	479
MUWTF	3931	WALMART NORWOOD	1338	1297	2635	5	379
MUWTF	2643	LAVACA/4TH	770	1851	2621	8	321
MUWTF	831	ACC RIVERSIDE CAMPUS STOP	790	741	1531	4	406
MUWTF	5604	EASY WIND/ST JOHNS	629	591	1221	3	336
MUWTF	4219	2700 WESTERN TRAILS/SAGEBRUS	715	499	1215	5	374
MUWTF	5263	200 TURK/CULLEN	613	562	1175	3	238

### Ridership By Time of Day / Scheduled Trip

All Transit agencies want to know how routes are utilized throughout the day. The UTA Trip Report produces graphs which show route ridership and max load for each trip throughout the day by direction. Users can toggle between both directions served by the route without changing screens.



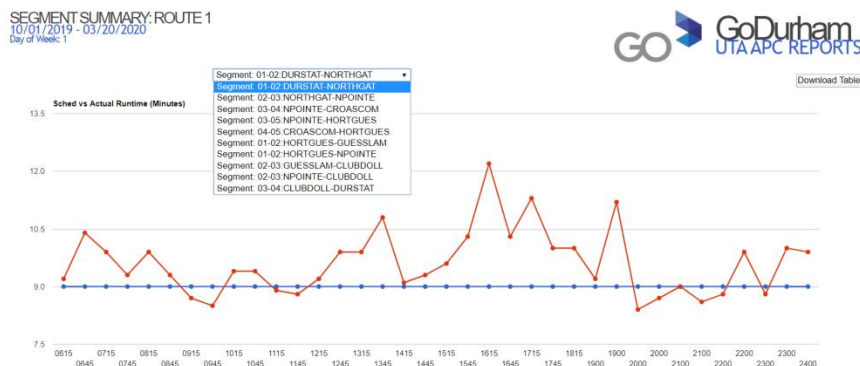
The table which supports the graph allows users to drill down to review each trip individual observation as well as an additional drill down to the stop-by-stop ridecheck which made up the trip.



Route	Route Name	Day of Week	Direction	Trip	Samples	Avg On	Avg Off	Avg. Max Load	Avg PMiles
2	Granite City Shuttle	Weekday	Outbound	<a href="#">0618</a>	50	4.3	2.8	4.2	35.6
2	Granite City Shuttle	Weekday	Outbound	<a href="#">0641</a>	44	2.1	2.0	1.5	9.2
2	Granite City Shuttle	Weekday	Outbound	<a href="#">0648</a>	41	1.1	0.5	1.0	7.9
2	Granite City Shuttle	Weekday	Outbound	<a href="#">0741</a>	114	9.3	8.9	5.2	42.7
2	Granite City Shuttle	Weekday	Outbound	<a href="#">0748</a>	49	2.6	0.9	2.5	18.8

### Segment Running Time Report.

The time it takes the bus to travel from one timepoint to another is a vital piece of information to transit planners whether they work for a university or a transit agency. The since the APC is collected time and location data while matching those records to bus stops it provides extremely accurate travel time information between stops in addition to ridership. The Runtime Plots for each node-to-node segment of each route are popular visualization produced by the UTA hosted APC Analytic Reporting tool. Below is an image from Route 1 at GoDurham in Durham, NC.



### 3.2.1 FTA National Transit Database (NTD) Reporting

For more than three (3) decades, UTA APC users have been meeting NTD (previously Section 15) reporting requirements using UTA APC data. Critical to UTA’s NTD Reporting are the highly developed APC Administrative Control software modules that assure high quality APC data being available for NTD Reporting. UTA’s APC Diagnostics, Data Quality Codes, Filter/Edit Algorithms, Sampling Status, Deployment Plans, Reference File Quality Control are but a few of UTA APC Administrative Control elements that result in high quality APC data for both NTD and non-NTD reporting.

NTD Reporting is a natural by-product of a UTA APC system. The UTA APC system has achieved a 100% FTA approval rating by identifying and filtering out any potential bias in Unlinked Passenger Trips (UPT) and Passenger Miles Travelled (PMT) due to APC data anomalies caused by operational conditions and/or equipment malfunction.

Critical to successful NTD Reporting is the calculation of Passenger Miles. UTA’s APC Software automatically calculates Passenger Miles for each bus stop by multiplying the Passenger Load by the Inter-Stop Distance. With highly refined EOL Load Balancing algorithms assuring an accurate Passenger Load at each bus stop and algorithms that convert Lat/Long change into Inter-Stop Distance, UTA’s APC Passenger Mile variable is highly accurate and auditable down to the bus stop level. Along with an accurate UTA APC Ridership variable, the Passenger Trip Length (PTL) is a standard output of UTA’s Route Ridership Report.

UTA will provide UTA’s standard NTD Certification outline and process definition within one (1) week after NTP. UTA will have the responsibility of preparing the NTD/APC document within two (2) weeks

after City of Clovis completes the Qty=15 Manual Ridechecks which will be compared with corresponding APC data in order to assure compliance with FTA’s UPT and PMT concurrence requirements (95%).

Included in UTA's project team for the City of Clovis APC Reporting application is Mr. Keith Gates. For approximately ten (10) years before retirement in late-2015, Mr. Gates was FTA's NTD Program Manager. There is not a more qualified/knowledgeable individual relative to FTA's requirements of NTD reporting. Mr. Gates will provide the statistical review of City of Clovis’ Alternative Sampling Plan.

Over the past five (5) years, UTA and FTA NTD staff meet regularly to discuss the application of UTA's APC system to NTD Reporting. FTA staff noticed the large number of UTA APC users that were successfully generating NTD Reports in contrast to the number of transit agencies utilizing non-UTA APC systems that were not able to generate NTD reports.

Below is a table of UTA APC accuracy as calculated during NTD Certification Procedures for FY2019. These surveys must be completed after APC installation in order to use APC data for NTD UPT and PMT statistics and subsequently in every fiscal year (FY) divisible by 3.

Certification Year	Transit Agency City	Manual UPT	APC UPT	UPT % Diff	Manual PMT	APC PMT	PMT % Diff
FY2019	Bloomington, IL	378	397	103.4%	907	898	99.0%
FY2020	Columbia, MO	98	101	102.0%	255	258	101.0%
FY2019	Asheville, NC	170	178	104.7%	596	584	98.0%
FY2019	Columbus, OH	1,125	1,094	97.2%	5,344	5,329	99.7%
FY2019	Fayetteville, NC	356	372	104.49%	1,478	1,428	96.7%
FY2019	Durham, NC	664	657	98.9%	2,167	2,210	102.0%
FY2019	Gainesville, FL	1,785	1,786	100.1%	4,947	5,186	104.8%
FY 2019	Greensboro, NC	441	440	99.8%	1,879	1,961	104.4%
FY2019	Highpoint, NC	200	208	104.0%	542	557	102.7%
FY2020	Jacksonville, FL	814	856	104.6%	4,292	4,131	96.3%
FY2020	Mishawaka, IN	182	179	98.4%	1,173	1,188	101.3%
FY2016	Bradenton, FL	681	700	102.8%	3,779	3,617	96.0%
FY2019	NCSU	753	757	100.5%	1,224	1,263	103.2%
FY2019	Piedmont, NC	139	145	104.32%	2501	2409	96.3%
FY2020	Albuquerque, NM	565	579	102.5%	2,151	2,168	100.8%
FY2019	Racine, WI	242	251	103.7%	838	869	103.8%
FY2017	Ventura, CA	303	317	104.6%	6,667	6,959	104.4%
FY2020	Boise, ID	337	329	97.6%	2,013	2,007	99.7%
FY2019	Williamsburg, VA	302	302	100.0%	1,636	1,566	95.7%
FY2016	Missoula, MT	578	599	103.6%	2,172	2,244	103.3%
FY2019	Pinellas, FL	943	938	99.5%	5,181	5,428	104.7%
FY2019	Dallas, TX	1,172	1,175	99.74%	5,611	5,539	101.31%

### 3.3 UTA Administrative Control Reports

Essential to City of Clovis' successful implementation of NTD Reporting and Monthly Analytics is the deployment of the Qty=14 APC-equipped buses in order to obtain unbiased and comprehensive samples.

Without feedback on the APC sampling and a plan to deploy the sub-fleet of APC-equipped buses, it is not possible to achieve the necessary unbiased sampling and confidence interval for City of Clovis Annual and Monthly FTA NTD reporting.

Examples of these UTA Administrative Control reports are presented below:

#### APC Diagnostics

An important part of the UTA APC Analytic Reporting Tool is the ability to review how well the hardware is functioning. Each tool has a quick 7-day diagnostic check of each vehicle to confirm if it is producing good count data or not. Maintenance staff can review the status of each individual bus to confirm which bus and what part on that bus needs maintenance and all users can see how the system is performing overall. The example below is a recent result from the University of Virginia where UTA APCs have been installed for eight (8) years (2012). Bus 12432 APC sensors are still performing excellent counting 1,355 Boardings and 1,374 Alightings (Percent difference of 1.4%) over the past week.

HARDWARE DIAGNOSTICS  
UTA APC System



On	Off	D	_Date_	Bus	Miles	Hours	S/N	WC	Bike	Sp2	Ini	Clo	104	RdrTC	_DBNN_	Day	Div	Division	POGarage	Mile	Delta	
232	236	1	111620	12432	78.4	22.9	12432	2	0	0	1	193	0.0	1.2	201123	4	1	UVA	UVA	0.0	0.0	1.7%
237	231	1	111720	12432	79.8	24.0	12432	6	0	0	0	201	0.0	1.2	201123	5	1	UVA	UVA	0.0	0.0	2.5%
273	281	1	111820	12432	81.6	24.0	12432	2	0	0	0	209	0.0	1.3	201123	6	1	UVA	UVA	0.0	0.0	2.8%
254	256	1	111920	12432	82.7	24.0	12432	2	0	0	0	223	0.0	1.1	201123	7	1	UVA	UVA	0.0	0.0	0.8%
189	193	1	112020	12432	78.4	16.6	12432	2	0	0	0	166	0.0	1.2	201123	8	1	UVA	UVA	0.0	0.0	2.1%
170	177	1	112320	12432	53.4	10.2	12432	2	0	0	1	147	0.0	1.2	201123	4	1	UVA	UVA	0.0	1.3	4.0%

On: 1355 Off: 1374 Diff: 19 Delt: 1.4% Avg: 2.3%  
QC104: 0.0

Vehicle: 12432 (data)  
12432 (APCBus.ref)  
Miles: 454  
Start: 04:37:03 11\16\20  
End: 14:47:53 11\23\20  
Last Lat Long: 38.035282 -78.508308

The results show that over the seven (7) days twenty-nine (29) of thirty (30) buses have produced good valid APC data. Maintenance staff reviewing this report will confirm that 17232 has not be used in revenue service over the past week.

No data for Div 1 UVA APC 17232 Bus 17232 in APCBus.ref

Data Days: 70 Chron Days: 75 Yield: 0.93

1 UVA 29 of 30 APC's reporting

APC's reporting in last 7 days: 29  
APC's in APCBus.ref: 30  
APC's reporting with suspect GPS: 0  
APC's reporting with suspect counts: 0  
APC's reporting with good counts and GPS: 29

### 3.2.2 APC Sampling Status

Understanding how well each trip is sampled by the APC with good, valid APC data is imperative in trusting the analytics. The APC Sampling Status Report will show when a route has trips unsampled. The example below shows two trips on the Lee Hall route on Saturday that are unsampled.

#### APC SAMPLING STATUS 02/01/2021 - 02/23/2021 Saturday

Export Table To CSV File

Schedule	Day of Week	Route	Route Name	Sampled Trips	Scheduled Trips	Trips Sampled
2101	2-Saturday	1	<a href="#">Lee Hall</a>	28	30	93.3 %
2101	2-Saturday	2	<a href="#">Richmond</a>	30	30	100.0 %
2101	2-Saturday	3	<a href="#">Merrimac</a>	30	30	100.0 %

By clicking the Lee Hall hyperlink it becomes easy to identify that the 6:00 AM and 6:30 trips have not been sampled.

Export Table To CSV File

Schedule	Day of Week	Route	Route Name	Trip	Block	Trip Observations
2101	2-Saturday	1	Lee Hall	0600	<a href="#">219468</a>	0
2101	2-Saturday	1	Lee Hall	0630	<a href="#">219468</a>	0
2101	2-Saturday	1	Lee Hall	0700	<a href="#">219468</a>	4
2101	2-Saturday	1	Lee Hall	0730	<a href="#">219468</a>	4
2101	2-Saturday	1	Lee Hall	0800	<a href="#">219468</a>	4

After clicking on the block hyperlink, the user can see why the trip was not sampled. The daily trips from 2/6/2021 show the bus never arrived at the official EOL on for the 6:00 AM trip and thus didn't make the start of the 6:30 AM trip.

#### Individual Trip Observations

No Filters  
02/01/2021 - 02/23/2021  
Block 219468  
Saturday  
Schedule 2101

Export Table To CSV File

Schedule	Day of Week	Route	Route Name	Bus	Direction	Trip	Block	Date	Passengers On	Passengers Off	Max Load	QC Counts	SOL Matched	EOL Matched	Passenger Miles	Passengers Per Hour	ACT Trip Run Mins	Velocity
2101	2-Saturday	1	Lee Hall	1503	Outbound	0600	219468	<a href="#">2021-02-06</a>	11	11	6	0	1	0	45.9	12.6	52.2	24.9
2101	2-Saturday	1	Lee Hall	1503	Outbound	0700	219468	<a href="#">2021-02-06</a>	5	4	4	0	1	1	30.0	12.5	23.9	26.9
2101	2-Saturday	1	Lee Hall	1503	Inbound	0730	219468	<a href="#">2021-02-06</a>	10	12	9	0	1	1	73.1	34.0	21.2	29.7
2101	2-Saturday	1	Lee Hall	1503	Outbound	0800	219468	<a href="#">2021-02-06</a>	8	7	7	0	1	1	38.8	23.1	20.8	30.9
2101	2-Saturday	1	Lee Hall	1503	Inbound	0830	219468	<a href="#">2021-02-06</a>	12	13	11	0	1	1	77.2	32.0	24.4	26.2

After clicking on the Date hyperlink, it shows the bus just layover at the first stop for the entire hour of 6:00 and didn't complete the trip. The trip has not been operating due to lack of demand.

#### Individual Stop Observations

No Filters  
2021-02-06  
Block 219468  
Saturday

Export Table To CSV File

Day of Week	Route	Route Name	Bus	Block	Direction	Trip	Date	Time	Stop Seq ID	Stop ID	Stop Name	Passengers On	Passengers Off	Passenger Load
2-Saturday	1	Lee Hall	1503	0219468	Inbound	0630	2021-02-06	06:54:28	21	1000	N BOUNDARY ST AT WILLIAMSBUR	0	0	0
2-Saturday	1	Lee Hall	1503	0219468	Outbound	0700	2021-02-06	06:54:28	1	1000	N BOUNDARY ST AT WILLIAMSBUR	3	0	3
2-Saturday	1	Lee Hall	1503	0219468	Outbound	0700	2021-02-06	07:06:38	3	1040	YORK ST AT QUARTERPATH PLACE	1	0	4

### 3.2.3 APC Deployment Plan

Presented below is deployment plan for the week of May 20 – May 26 based on the trips unsampled for the current month up to today’s date. The deployment plan optimizes the blocks based on the length of the blocks and automatically deploys ‘AM Tripper’, ‘PM Tripper’ and ‘All Day’ Block with priority.

PAGE	COMET							DATE 24 Feb 20	
*****									
MISSING TRIP SUMMARY BY BLOCK									
*****									
								FIRST	LAST
								TRIP	TRIP
					MISSING	TOTAL			
DAY OF WEEK	DIVISION	BUS TYPE	BLOCK_TYPE	BLOCK	TRIPS	TRIPS	PRIORITY	START	START
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
WKD	COMET	CUTAWAY (309 515)	All Day						
				5302	31	31	100%	06:44	21:44
				8801	14	14	100%	05:25	18:35
				96001	26	26	100%	06:00	18:23
				2201	13	22	59%	06:40	17:14
				7701	9	16	56%	05:50	18:19
				62001	5	13	38%	08:00	18:00
				2101	12	34	35%	05:15	21:54
				4601	4	18	22%	06:36	19:14
				601	2	30	7%	05:33	19:48
BLOCKS:				9					
AM Tripper									
				5301	8	8	100%	06:11	09:44
				9201	2	2	100%	05:30	06:38
				9301	1	2	50%	05:35	05:35
BLOCKS:				3					
PM Tripper									
				5303	11	11	100%	15:11	20:44
				9202	2	2	100%	17:30	18:38
				9302	2	2	100%	16:55	18:45
				7001	7	14	50%	17:45	19:15
				7402	1	8	13%	16:40	16:40
				3201	2	28	7%	14:00	20:00

### 3.2.4 Trip SOL EOL Matching

A standard data quality control metric that the UTA Administrative Control Analytics monitors is the matching of the first and last stop of each trip based on time and location. If the first and last stop of a trip do not match at a high frequency (>90% of all observations) it is an indication of operation inconsistency with the schedule, a stop/schedule reference file typo or an APC data anomaly. All of these scenarios need to be identified, remedied and have the data reprocessed so the anomalous records are eliminated from the data set historically and permanently. In the example below it shows the Trip SOL/EOL Matching Report drill down capability quickly allowed the user to see the big picture and quickly identify the cause. In the example below a typo in the stops.txt file of the GTFS feed had stop SOL stop record "Schaub Dr at Sandlin PI – Depart" show no decimal points in the stop\_lat (39.00) and stop\_long (-78.00). Once identified the geocoding was fixed and the data was reprocessed.

**Trip SOL/EOL Matching System Summary**  
10/01/2020 - 12/31/2020

Route	EOL MATCH - SOL MATCH		EOL MATCH - SOL NO MATCH		EOL NO MATCH - SOL MATCH		EOL NO MATCH - SOL NO MATCH		TOTAL	
	Count	Percentage	Count	Percentage	Count	Percentage	Count	Percentage	Count	Percentage
110	770	67.19%	332	28.97%	23	2.01%	21	1.83%	1146	100.00%
120	1684	98.52%	9	0.53%	3	0.18%	13	0.77%	1689	100.00%
181	255	98.85%	3	1.15%	0	0.00%	0	0.00%	262	100.00%
230	1520	98.45%	12	0.78%	5	0.32%	7	0.45%	1544	100.00%
240	1570	97.76%	8	0.50%	22	1.37%	6	0.37%	1606	100.00%
250	1096	93.60%	27	2.31%	24	2.05%	24	2.05%	1171	100.00%
401	296	95.18%	7	2.25%	8	2.57%	0	0.00%	311	100.00%

**Trip SOL/EOL Matching Individual Trip Observations**  
10/01/2020 - 12/31/2020  
Buck Jones Connector

Route	Route Name	Block	Trip	Date	SOL/EOL Match
110	Buck Jones Connector	9	1255	2020-12-11	2_EOL_MATCH_ONLY
110	Buck Jones Connector	9	1355	2020-12-11	2_EOL_MATCH_ONLY
110	Buck Jones Connector	9	1455	2020-12-11	2_EOL_MATCH_ONLY

**Trip SOL/EOL Matching Individual Stop Observations**  
Buck Jones Connector  
2020-12-11  
Block 9

Block	Direction	Trip	Date	Time	Stop Seq ID	Stop ID	Stop Name
0000009	Outbound	1218	2020-12-11	12:57:56	40	9068	SCHAUB DR AT SANDLIN PL
0000009	Inbound	1255	2020-12-11	12:58:27	999	9999	Not Identified - Cal
0000009	Inbound	1255	2020-12-11	12:58:36	999	9999	Not Identified - Cal
0000009	Inbound	1255	2020-12-11	12:58:41	999	9999	Not Identified - Cal
0000009	Inbound	1255	2020-12-11	12:58:44	999	9999	Not Identified - Cal
0000009	Inbound	1255	2020-12-11	13:01:10	2	9069	SCHAUB DR AT TEAKWOOD PL

### 3.2.5 APC Reference File Quality Control

With appropriate review of transit schedules and geo-coding information from one schedule change to another, transit agencies implement a successful APC Reference File Quality Control procedure to provide accurate reports and analysis. UTA will apply its APC Reference File Quality Control measures at City of Clovis to identify scheduling and/or geo-coding anomalies. In a UTA hosted configuration the reference file quality control checks are completed by UTA staff who will reach out to City of Clovis if anomalous schedule information needs to be rectified.

### 3.2.6 Automated Overnight APC Data Processing

UTA’s APC Reporting Software begins with an overnight APC data processing routine scheduled to start after the last bus comes into the garage for the night; and is designed to complete before schedulers and planners arrive each morning. The goal of UTA’s APC Reporting Software provides schedulers and planners a complete set of Next-day analytics at their fingertips that is valid and comprehensive.

In the UTA-hosted configuration data processing is stored and maintained in the UTA cloud and doesn’t require any maintenance from City of Clovis staff.

#### Automated Overnight Data Processing Input

The overnight data processing requires the following reference files at the start of each schedule period.

APC Reference File	Data Source	APC Function
Master Schedule	GTFS/ City of Clovis	Service Provided
Bus Stop Calibration	GTFS/ City of Clovis	Bus Stop Identification
Calendar	GTFS/ City of Clovis	Determine Service Schedule
APC BUS	City of Clovis /UTA	Provides List of Active APC Vehicles
Route Exception	UTA	Routing Idiosyncrasies

#### Automated Overnight Data Processing Output

The data processing output will be a fully loaded and comprehensive database that will support the UTA APC Analytic Reporting website. City of Clovis staff can also access the database via other software application they might have such as ArcGIS, Tableau, PowerBI, Crystal Reports, Microsoft Access etc.

#### UTA Data Processing Algorithms

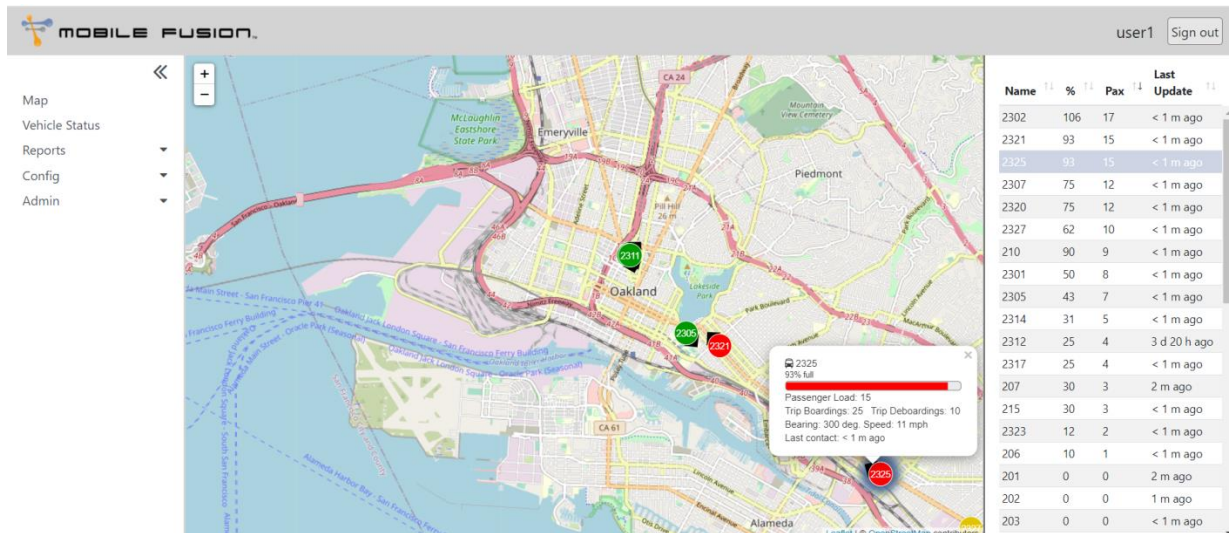
In the practical day-to-day operation of a transit system, deviations from normal operating procedures sometimes occur. Given a degree of transit operational anomalies and APC system anomalies, the proprietary UTA Data Processing Algorithms developed over the 30+ years serve a critical role by filtering out and/or correcting/salvaging anomalous data. Two (2) examples of such algorithms are described below.

- UTA Trip Balancing Algorithm**  
 Typical APC sensors generate APC Passenger Counting accuracies in the 95%+ range. UTA APC Trip Balancing algorithm identifies any discrepancy in the total boarding and alighting and balances the trip total by applying the missing boardings/alightings to appropriate bus stops.
- UTA End of Line Load Adjustment Algorithm**

To prevent APC hardware counting errors to propagate from trip to trip, UTA’s APC Load Adjust algorithm identifies illogical passenger load at the end of the line location and adjust the load to a logical value. UTA’s advanced EOL Load Adjustment algorithms provides more accurate passenger loads and passenger miles for NTD reporting and other analytical needs than more simplified EOL Load Adjustment algorithms.

### 3.2.7 Real-Time Passenger Load Capability - Optional

The benefits of using cellular APC data transfer are both reliability and the opportunities of real-time APC data. The UTA APC system offers a real-time passenger load module which can inform City of Clovis dispatchers and staff where heavy loads and bus bunching is occurring in the City of Clovis network. The image of the UTA interface below from Tempo Line buses in Oakland, CA shows the buses traveling on the street network in real-time with color coded icons demonstrating the current load levels on the bus. Users may select from different alert notifications such as screen pop-ups when a bus reaches the overcrowding threshold, email alerts, color coded icons and table rows flashing. The table to the right of the image allows users to sort active status by user-defined statistics. During the COVID-19 pandemic UTA added the ability for users to define their own bus capacity levels to meet their local social distancing requirements.



UTA APC hardware and data transfer also supports exporting the APC count, location, bike rack usage and time status to different transit agency vendor applications in real-time. Currently, UTA is providing APC data for real-time display to Transloc in High Point, NC, Swiftly in Williamsburg, VA, Transit APP in Antioch, CA.



## 4 Installation and Training

### 4.1 APC Equipment Installation

Installation of UTA's APC system is typically performed by UTA technicians with years of experience (10-15+) and/or UTA-trained subcontractors under the supervision of a senior UTA technician. UTA's technical/engineering staff represents over 120 cumulative person-years of implementing successful APC systems on practically every transit vehicle type in operation since the 1970's including all vehicle types operated by City of Clovis. UTA installation staff has unparalleled understanding of what is required to implement successful APC systems in the often difficult and harsh operating environment of public transit.

Installations of the UTA APC system are typically coordinated on a daily basis with local maintenance and operations staff to determine a specific installation location, rate, and working hours which minimize impact to the transit operation, while allowing the APC installations to progress at a mutually agreeable rate. UTA's technicians and/or subcontract installers are accustomed to working overnights and off-hours to minimize vehicle downtime and impact to normal transit operations.

UTA technicians and installation staff are fully equipped and self-sustainable and require little, if any, assistance or resources from local maintenance staff. UTA does not require maintenance-bay space, special tools, or other local resources. UTA is accustomed to completing APC installations outdoors or in locations where impact to normal maintenance operations are minimized.

### 4.2 APC Equipment Transfer

UTA's APC system is designed for the rugged transit operating environment and regularly serves beyond the useful life of transit vehicles (10-15+ years). It is not uncommon for UTA APC on-bus hardware to be removed and transferred from retired vehicles to new vehicles, sometimes multiple times.

UTA is well experienced in transferring APC equipment and can perform APC Equipment transfers for UTA APC customers or support local staff in making the transfer. Typically, UTA recommends transferring the major APC components only (CPU, Sensors, etc.) and installing new APC cabling where appropriate due to the relatively low cost of APC cabling and the potential for damage to cabling during the removal process. Ultimately, it is the decision of the APC user to determine how much of the APC system to transfer.

Time to remove APC equipment from a retired vehicle is typically under one (1) hour. Time to install on a new vehicle can vary from 2-4 hours depending on vehicle type and APC options selected (Multi-Position Bicycle Rack Monitoring, for example).

The following APC training sections are applicable to implementation of the APC system. During the execution of this project, City of Clovis staff will determine the degree of APC Training and Documentation to be provided to City of Clovis staff. Presented in this section is a description of standard APC Training and Documentation.

## 4.3 Training

### APC Software Training

The objective of the APC Software Training is for City of Clovis to achieve a level of competence in understanding and operation of the APC Analytic Software package that City of Clovis becomes totally independent of any UTA's support while realizing the full analytic value of the APC system.

The specific durations of the APC Software Training elements presented below are subject to mutual agreement between UTA and City of Clovis.

The APC Software Training will begin after all of the APC Analytic Software has installed/tested and is routinely generating a standard set of APC reports/plots. The components of the APC Software Training are presented below:

#### **APC Analytic Report Menu Training**

The initial training will cover how to use the UTA APC Analytic Reporting web site and review what analytic content is available from the web site. This training session will consist of a minimum of two 1.5 – 2 hour session and can be conducted on-site or remotely via a video conferencing preferred by local City of Clovis IT (Zoom, Teams, WebEx, etc.) The first session will be a comprehensive review of the web site where each analytic report will be generated and UTA and City of Clovis staff will review all of the content and the mechanics of running a report. One goal of the first session is for local City of Clovis staff is to inform UTA of any customization they request out of the tool, notably different fields it will want added or removed from the reports. If there is a historic analytic that City of Clovis needs the APC system to replicate or staff has a new report request from another agency this session is the time to review it.

In the second session we will review the web site analytics for practice and confirm the customizations requested by City of Clovis have been added to the staff's satisfaction.

Since the City of Clovis configuration will be UTA hosted the UTA APC overnight data processing will only be quickly reviewed since this will be managed by UTA staff. The data processing reference file input will be the focus of this portion of training.

#### **APC NTD Certification Training**

After City of Clovis staff demonstrates satisfactory proficiency in the execution of the APC Report Generation; the next session will address the APC NTD Certification Training.

This session will present to City of Clovis staff and management the FTA provided guidelines and procedures for how to get the City of Clovis system certified for NTD reporting. In early 2017 the FTA published a newly defined procedure for NTD certification. This procedure must be repeated by the transit agency in every fiscal year divisible by 3 (2022, 2025, 2028, etc.). This training will explain how to get this task completed and include a UTA Best Practices guide to performing on-bus (or video) ridechecks which validate the accuracy of the APC data. The NTD certification procedure typically services as the APC validation procedure for transit agencies when purchasing a new APC system.

#### **APC System Administration**

At this point in the APC Software Training cycle, City of Clovis staff should be executing all procedures quite well. Again, if this is not the case, UTA will allocate time/resources to eliminate any APC Software operation related problems.

This session will present to City of Clovis staff and management those areas of APC operation that should be closely monitored/reported to achieve a continual high level of APC performance. Many of the areas addressed in the APC System Administration training will concentrate on the transfer of information relative to the APC system to other City of Clovis departments. Communication of APC maintenance tasks/corrective actions, APC vehicle deployment, APC data yields, Sampling priorities, Analytic Report requests, etc. are the types of subjects that will be defined in this session.

It is the policy/practice of UTA to provide indefinite APC Software support to UTA APC users.

### **APC Hardware Maintenance Training**

On site APC hardware training conducted by the same experienced UTA technicians that installed the APC equipment at City of Clovis will be provided in APC hardware-training sessions. As with the APC Software Training, the objective of the APC Hardware Training is to make the City of Clovis completely self-sufficient in the long-term support of the APC system.

The APC Hardware Training can be scheduled over multiple sessions. Quite simply, UTA's APC system does not fail very often. As a result, the APC training given to local transit maintenance staff does not get practiced very much and the APC maintenance skills obtained in the initial APC training tend to atrophy from lack of application.

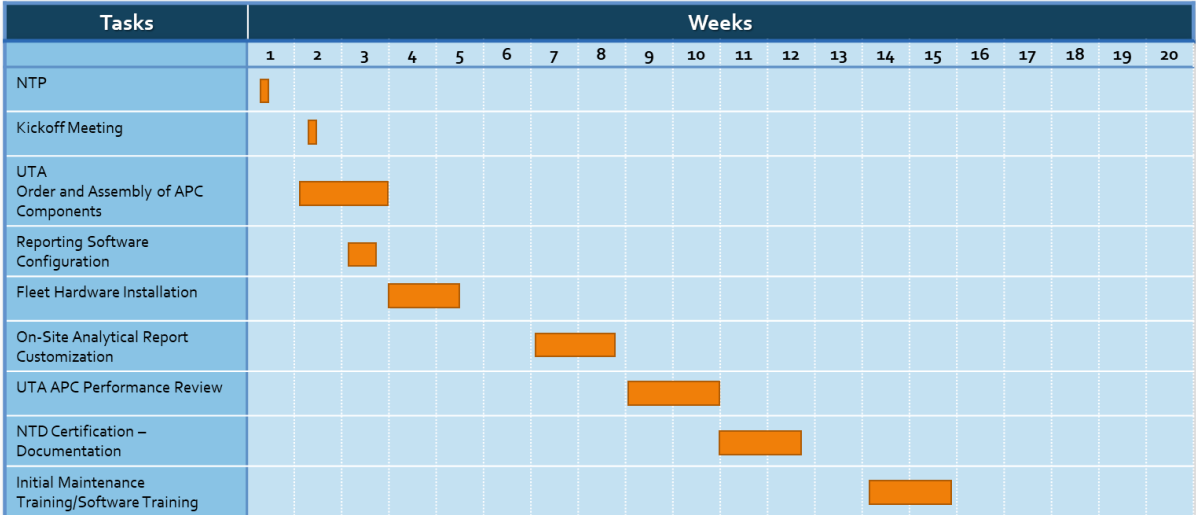
An initial introduction/explanation of the APC system is appropriate along with detailed exposure to the APC maintenance procedures. Presented below are the topics to be covered:

#### **APC Maintenance Training**

- Review On Board Wiring Runs and Terminations
- Review APC Equipment Repair Manual
- Input Power Placement
- Counting Sensor Placement and Adjustment
- GPS Subsystem (Review of UTA APC Diagnostics)
- WLAN/Cellular Data Transfer
- Discrete Inputs (doors)
- Use of Diagnostic Laptop Computer
- Common Problems/Repairs
- Setup of APC Bench Test Area

### 4.4 Project Schedule

Presented below is a preliminary project schedule for the installation and implementation of the UTA APC System at City of Clovis.



The project schedule can be altered to accommodate City of Clovis’ local preferences. UTA will commence hardware installation within one (1) week of Notice of Award. UTA’s APC Software and Reporting systems will be installed independently of the on-bus hardware and be fully operational within two (2) weeks after the installations begin.

#### Notice of Award

Once the Notice of Award is issued, UTA will start assembling parts and scheduling installations to commence in two (2) weeks.

#### Software Setup

Upon Notice of Award, UTA will start to configure the APC data processing and reporting software. UTA will communicate with City of Clovis Planning and Scheduling staff relative to the schedule and geocoding exports.

#### Fleet Hardware Installations

Hardware installations will begin two (2) weeks after the Notice of Award. UTA will work with operations and maintenance staff to arrange appropriate locations for staging materials and performing installations.

## Software Commissioning

After the initial installation of the APC on-bus hardware, data will be available to configure/test UTA's APC software with current City of Clovis APC data.

## NTD Certification - Manual vs APC Analysis

It will be City of Clovis' responsibility to execute Manual Ridechecks on at least Qty=15 City of Clovis Trips operated by APC-equipped buses to be compared with the corresponding APC data in order to assess the accuracy of the APC system. UTA and City of Clovis will execute the Manual/APC comparison in parallel. City of Clovis will inform UTA of the Dates and Bus Numbers on which Manual Ridechecks were performed. UTA will provide processed and raw APC data to City of Clovis for comparison. Upon City of Clovis' receipt of the APC data, City of Clovis will provide copies of the Manual data for UTA review. City of Clovis and UTA will present summaries of the Manual/APC comparisons for review/rationalization.

The completed Manual/APC comparison will be included in The City of Clovis' NTD/APC application to FTA.

## NTD Certification - Finalize Benchmarking Plan Document

The benchmarking plan documents must be written. In each annual NTD reporting policy manual FTA lists a series of questions which must be answered in this benchmarking plan document. A separate document will need to be written for each mode that will be certified. These documents can start being written before the end of the APC v Manual comparison. Once the documents are finalized and the Manual/APC Ridecheck comparisons are completed, City of Clovis' NTD/APC proposal can be submitted to FTA.

## Initial APC User Software/Report Training

Given the priority of NTD certification, it is probably best to focus most of the initial attention on APC analytics on the certification process. However, once the benchmarking plan is submitted, the focus of the project can turn to familiarization and training with the reporting software. Typically, this process takes the form of 1-2 full days of UTA staff meeting with City of Clovis staff at City of Clovis offices to review the many different analytic options present in the UTA reporting software. The exact schedule of this training can be determined by City of Clovis preferences but could take place as soon as the efforts associated with the NTD certification process and all vehicle installations are complete.

## Initial Maintenance Training

UTA can start familiarizing and training City of Clovis maintenance staff with the APC system installed on the fleet. Depending on City of Clovis preference and UTA staff availability this can potentially take place during the installation phase(s). A tentative schedule would place the APC maintenance training as soon as City of Clovis desires.

## 5 Support Plan

UTA considers the support of an APC system to be as equally important as the on-vehicle hardware and analytic software in a successful APC implementation. Presented below is a description of a common UTA APC Support agreement:

### 5.1.1 Objective

It is the objective of UTA to provide City of Clovis with APC-generated information that will directly improve the productivity and quality of City of Clovis service for the tenure of the APC Support agreement.

## On-Bus Hardware Maintenance and Support

On the APC Server, each morning at 03:00 AM local, UTA's APC Diagnostic software applies a number of diagnostic algorithms to the raw APC data in order to obtain a reliable assessment of APC data quality and quantity. The APC-equipped buses with maintenance needs are identified. UTA will assume primary responsibility for the review of the APC Diagnostics and the subsequent identification of buses that require APC maintenance. APC Diagnostic information will be posted to the APC Analytic Reporting Tool web site that is accessible to City of Clovis staff. Automated emails with the reports can be generated as well.

UTA will provide the labor and materials that will allow City of Clovis to maintain a satisfactory APC Data Yield for the term of the contract. APC Data Yield is defined as the ratio of Valid Data Days and the Total Chronological Days in a given period. The term 'satisfactory APC Data Yield' will be defined as providing a statistically valid sampling of all Weekday City of Clovis revenue service each week. The APC system will be maintained at an optimal level in order to produce an 3-5 samples of each Weekday Revenue Trip during a given week.

To achieve this level of performance, UTA will provide an average 2-3 week response time to address APC system malfunctions. If the overall APC Data Yield approaches an unsatisfactory level for a given chronological period (week, month), UTA will dispatch the appropriate number of APC technicians to address the APC maintenance needs and return the APC Data Yield above the target APC Data Yield threshold.

UTA technicians headquartered in Cincinnati, OH will provide on-site APC maintenance which will be performed primarily on evenings and weekends.

The following outlines the contact information and response policy for City of Clovis-initiated requests and inquiries.

Priority Category	Examples	UTA POC	Support Hours and Response Policy
Noncritical Issues	General Inquiries  Any issue not having major impact on APC system functionality	Nick Fischer  (513) 961-0099  Nick.fischer@utatransit.net	Hours of Availability (8 a.m. – 5 p.m.) and response time (within 24 hours)
Critical Issues	Issues having a severe impact on system functionality	David Vanderputten  (513) 961-0099  dvander@utatransit.net	Response time within 24 hours

In the event that a particular APC component exhibits a consistent failure rate, UTA will provide a complete replacement for the subject component.

This APC Maintenance agreement covers all APC malfunctions that result from normal transit operations consistent with the frequency and type of APC malfunctions that have been observed at Florida transit agencies. APC failures of high frequency and magnitude attributable to unusual vandalism, gross negligence, and/or acts of nature will not be included in the APC Maintenance Agreement. UTA and City of Clovis will negotiate the remedy of such unusual conditions.

Repairs that are not associated with or attributable to vandalism but are associated with component failure shall be guaranteed for at least ninety (90) days after the last UTA APC maintenance corrective action. In the event the repaired component fails again within 90 days, UTA agrees to repair or replace the component at no further expense to City of Clovis. City of Clovis recognizes that there may be instances of unusual or extreme circumstances where multiple conditions or factors are contributing to the component failure. UTA will be responsible for notifying City of Clovis of such unusual or extreme circumstances. In such instances, the ninety (90) day period may be deferred by mutual consent of City of Clovis and UTA.

Within three (3) business days of each UTA APC Maintenance application at City of Clovis, UTA will summarize the APC Maintenance efforts in an Excel file that contains: Date, Bus Number, Time of Day, Problem Reported, Diagnosis, and Corrective Action. The maintenance records will be provided via e-mail to City of Clovis.

## 5.2 APC Software Support

In addition to executing on-bus APC equipment maintenance UTA will also provide support in the administration and management of the APC Software component of City of Clovis' APC system.

### Review/Summarization of On-Bus APC Hardware Performance

On a quarterly schedule, UTA will provide City of Clovis with a summary of APC Data Yield along with a summary of APC equipment performance status. This information will provide City of Clovis management and staff with an up-to-date status of the APC system. City of Clovis will also have access to APC Diagnostics and APC Data Yields via the UTA APC Analytic web sites (automated emails containing diagnostic status are also available).

### APC Maintenance Summary

Upon City of Clovis request, UTA will provide a summary of the APC maintenance performed on each APC-equipped bus during the previous period. All APC maintenance will be electronically stored in an Excel file that would contain the following information: Bus No., Division, Date, Time of Day, Technician, Problem Reported, Corrective Action, Materials Applied, and Repair Time Required. The APC Maintenance Summary will be provided in both an MS Word document and Excel export.

### Schedule Export/APC Conversion

For each schedule period, City of Clovis will provide UTA with a GTFS export and other data as required to create a Schedule Export in the specified APC format. UTA will also execute the Data Quality checks that will identify any anomalies/errors/omissions in the Master Schedule file export. UTA will communicate the results of the Reference File Quality review to City of Clovis for resolution.

### Bus Stop and Time Point Export/APC Conversion

Similar to the GTFS export, UTA will support and assist City of Clovis staff in the setup of Bus Stop and Time Point reference files for each schedule period.

For each schedule period, UTA will execute the conversion of City of Clovis' Bus Stop and Time Point export into the specified APC format. UTA will also execute the Data Quality checks that will identify any anomalies/errors/omissions in the Bus Stop and Time Point exports. UTA will communicate the results of the Data Quality review to City of Clovis for resolution.

### Post Schedule Change APC Data Quality Review

After one (1) week of APC data collection in a new schedule period, UTA will assist and support City of Clovis staff in executing a number of APC Administrative Control analyses that will identify any inconsistencies/anomalies in the APC data that require resolution. Examples of analyses include:

Sampling Status - Check for missing Routes

Trip SOL/EOL Matching - Check for SOL/EOL anomalies

Not Identified Bus Stops – Check for missing Bus Stop geo-coding



From this APC Data Quality Review, UTA and City of Clovis staff will execute any necessary revisions to the schedule and geo-coding files, re-execute the file conversion, and reprocess the set of APC data collected since the start of the schedule period.

## **Monthly and Schedule Period APC Data Processing Setup**

UTA will assume responsibility for executing the changes to the standard automated APC data processing modules. For each schedule period, the APC Data Transfer, APC Diagnostics, APC Automated Assignment, APC File Creation, and APC Database Loading modules will be modified to reflect the correct parameters and schedule period.

## **Route Idiosyncrasies Identification/Setup**

As needed, UTA will execute the setup and any applicable modifications to APC algorithms to reflect unusual service operating conditions. Factors such as construction, special events, customer requests, etc. may require modification to standard APC software procedures. UTA and City of Clovis staff will collaboratively identify the operational condition and, if appropriate, UTA will adapt the APC software to accommodate the unusual operating condition.

## **Latest versions of UTA APC Analytic Reporting Tool**

City of Clovis will have access to a password-protected secure web page with an analytic reporting tool to query all of their APC data.

## **Ad-Hoc APC Reporting**

UTA will provide support to meet ad-hoc reporting requirements that fall outside the standard APC Reporting website. Examples include: APC data exports requested from outside organizations (consultants, MPO's, etc.), special requests from senior management and/or local political leaders, NTD audits, and other non-standard requests.

## **APC System Performance Status Meetings**

On quarterly or semi-annual basis, UTA and City of Clovis will hold meetings to discuss APC System status and near-term APC plans. Included in these APC status meetings will be staff from City of Clovis Planning and Scheduling departments in order to assure that City of Clovis analytic needs are being met with City of Clovis' APC system.

# 6 Cost Proposal

## 7 Affidavits and Certifications

## COST PROPOSAL

Contractors are to complete the tables for the components they are bidding on. For any other costs not listed, please input them in the blank sections.

The Contractor must submit a line-item breakdown, detailing the overall cost for each category they are bidding on. (e.g. Hardware – Sensors, GPS Unit, Router, etc.) Please indicate if there are any savings/discounts if multiple components are awarded.

<b>A. <u>CAD/AVL/AVA</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>
CAD/AVL Hardware					
AVA Hardware					
Head Sign Control Hardware					
MDTs/Tablets					
Setup/Installation					
License					
Service/Support/Maintenance					
Training					
Spare Parts					
<b>Total CAD/AVL/AVA:</b>					

<b>B. <u>Passenger Infotainment</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>
Infotainment Hardware					
Setup/Installation					
License					
Service/Support/Maintenance					
Training					
<b>Passenger Infotainment Total:</b>					

<b>C. <u>APC's</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>
APC Hardware (14)(\$3437)	<b>\$ 48,118</b>				
Installation (14)(\$475)	<b>\$ 6,650</b>				
Software	<b>\$ 18,750</b>				
Service/Support/Maintenance	<b>\$ 0</b>	<b>\$ 4,500</b>	<b>\$ 4,500</b>	<b>\$ 4,725</b>	<b>\$ 4,961</b>
Training	<b>\$ 5,500</b>				
Spare Parts	<b>\$ 0</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,050</b>	<b>\$ 1,102</b>
<b>APCs Total:</b>	<b>\$ 79,018</b>	<b>\$ 5,500</b>	<b>\$ 5,500</b>	<b>\$ 5,775</b>	<b>\$ 6,063</b>
Optional – Multi Slot Bike Rack Mntrg	<b>\$ 6,090</b>				

<b>D. <u>Real-Time and Historical API's</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>
Setup/Installation	\$ 6,500				
License (14buses)(12mo)(\$8/bus/mo)	\$ 1,344	\$ 1,344	\$ 1,411	\$ 1,482	\$ 1,556
Service/Support/Maintenance	\$ 1,250	\$ 1,250	\$ 1,312	\$ 1,378	\$ 1,447
<b>APIs Total:</b>	<b>\$ 9,094</b>	<b>\$ 2,594</b>	<b>\$ 2,723</b>	<b>\$ 2,860</b>	<b>\$ 3,003</b>

<b>E. <u>Courtesy Passenger Wi-Fi</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>
Wi-Fi Hardware					
Setup/Installation					
License					
Service/Support/Maintenance					
<b>Wi-Fi Total:</b>					

<b>F. eDVIR</b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>
eDVIR Hardware					
Setup/Installation					
License					
Service/Support/Maintenance					
Training					
Spare Parts					
<b>Wi-Fi Total:</b>					

<b><u>Proposal Totals</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>
A. CAD/AVL/AVA					
B. Infotainment					
C. APC's					
D. API's					
E. Passenger Wi-Fi					
F. eDVIR					
<b>Proposal Total:</b>					

# CITY OF CLOVIS



## REQUEST FOR PROPOSAL INTELLIGENT TRANSPORTATION SYSTEM

**Issue Date: September 1, 2021**

**Closing Date: October 1, 2021 AT 12 PM Pacific**

All Questions and Responses must be electronically submitted on the Bid Page on Planet Bids:

<https://pbsystem.planetbids.com/portal/14742/portal-home>

For assistance, contact Nick Chin at Phone (559) 324-2762 or nickc@cityofclovis.com.

### CONTRACTOR TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFP.  
Proposal must be signed and dated by an authorized officer or employee.

Urban Transportation Associates, Inc.

COMPANY

Thomas W. Kowalski, President/CEO

CONTACT PERSON

4240 Airport Rd Suite 212

ADDRESS

Cincinnati

CITY

OH

45226

STATE

ZIP CODE

513 961-0099

TELEPHONE NUMBER

tkowalski@fuse.net

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

Thomas W. Kowalski,

PRINT NAME

President/CEO

TITLE



# CITY OF CLOVIS



## ADDENDUM NUMBER: TWO (2)

### INTELLIGENT TRANSPORTATION SYSTEM

Issue Date: September 22, 2021

**Closing Date: October 8, 2021 at 12 PM Pacific**

All Questions and Proposals must be electronically submitted to the Bid Page on Planet Bids:

<https://pbsystem.planetbids.com/portal/14742/portal-home>

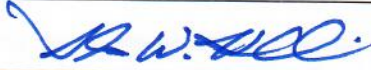
For assistance, contact Nick Chin at (559) 324-2762 or [nickc@cityofclovis.com](mailto:nickc@cityofclovis.com).

**NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR PROPOSAL AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.**

- Closing Date extended to October 8, 2021 at 12 PM Pacific.
- Questions and Answers

**ACKNOWLEDGMENT OF ADDENDUM NUMBER TWO (2) TO RFP.**

COMPANY NAME: Urban Transportation Associates, Inc.

SIGNATURE:  (PRINT)

NAME & TITLE: Thomas W. Kowalski, President/CEO  
(PRINT)

# CITY OF CLOVIS



## ADDENDUM NUMBER: ONE (1)

### INTELLIGENT TRANSPORTATION SYSTEM

Issue Date: September 7, 2021

**Closing Date: October 1, 2021 at 12 PM Pacific**

All Questions and Proposals must be electronically submitted to the Bid Page on Planet Bids:

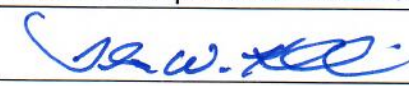
<https://pbsystem.planetbids.com/portal/14742/portal-home>

For assistance, contact Nick Chin at (559) 324-2762 or [nickc@cityofclovis.com](mailto:nickc@cityofclovis.com).

**NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR PROPOSAL AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.**

- Contractors have the option to attend the Mandatory Contractors' Conference in-person or by video conference. Contractors must email [nickc@cityofclovis.com](mailto:nickc@cityofclovis.com) by September 14, 2021 to receive a link to the conference. Proposals submitted from Contractors that did not attend the mandatory Contractors' Conference will be rejected as non-responsive.
- Page 4 of RFP (attached) was updated for clarification.

**ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFP.**

COMPANY NAME: Urban Transportation Associates, Inc.  
 SIGNATURE:  (PRINT)  
 NAME & TITLE: Thomas W. Kowalski, President/CEO  
 (PRINT)



Urban Transportation Associates, Inc.

4240 Airport Road Suite 212, Cincinnati Ohio 45226. Tel (513) 961 0099 Fax (513) 961 0132

October 07 2021

## Conflict of Interest Statement

Per City of Clovis Intelligent Transportation System RFP, included in the proposal should be a Conflict of Interest Statement. Presented below is Urban Transportation Associates (UTA) Conflict of Interest Statement:

Urban Transportation Associates (UTA) does not have any conflict of interest conditions relative to doing business with the City of Clovis. UTA has been serving the transit industry for more than three (3) decades without any conflict of interest issues. UTA's business practices reflect both a professional and ethical approach to providing high quality Automatic Passenger Counting (APC) systems to transit agencies

Yours truly

Thomas W. Kowalski  
President/CEO

**TRADE SECRET ACKNOWLEDGEMENT**

Each proposal submitted is a public record under the California Public Records Act (Cal. Gov. Code, secs. 6250 and following) and is therefore open to inspection by the public as required by Section 6253 of the California Government Code. This section generally states that "every person has a right to inspect any public record". The City will not exclude any proposal or portion of a proposal from treatment as a public record except information that it is properly submitted as a "trade secret" (defined below), and determined by the City to be a "trade secret" (if not otherwise subject to disclosure, as stated below). Information submitted as "proprietary", "confidential" or under any other terms that might state or suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are not treated as a public record under that section. This section defines trade secrets as:

*"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."*

Such information must be submitted in a separate PDF file named "Trade Secret" and marked as "Confidential" in the Planet Bids system. Contractors must include a clear and concise statement that sets out the reasons for confidentiality in accordance with the foregoing definition of "trade secret." Examples of information not considered trade secrets are pricing, cover letter, promotional materials, references, and the like.

Information submitted by a Contractor as "trade secret" will be reviewed by the City, with the assistance of the City's legal counsel, to determine conformance or non-conformance to the foregoing definition.

Information that is properly identified as "trade secret" and which the City determines to conform to the definition will not become public record (if not otherwise subject to disclosure, as stated below). The City will safeguard this information in an appropriate manner, provided however, in the event of a request, demand, or legal action by any person or entity seeking access to the "trade secret" information, the City will inform the Contractor of such request, demand, or legal action, and the Contractor shall defend, indemnify, and hold harmless the City, including its officers and employees, against any and all claims, liabilities, damages, or costs or expenses, including attorney's fees and costs, relating to such request, demand or legal action, seeking access to the "trade secret" information.

Information submitted by Contractor as trade secret and determined by the City not to be in conformance with the foregoing California Government Code definition shall be excluded from the proposal and deleted by the City.

The City shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if (1) they are not electronically submitted in a separate PDF that is marked "Trade Secret" and marked as Confidential in the Planet Bids system; or (2) disclosure thereof is required or allowed under the law or by order of court.

Contractors are advised that the City does not wish to receive trade secrets and that Contractors are not to supply trade secrets unless they are absolutely necessary.

I have read and understand, and agree to the above "Trade Secret Acknowledgement."

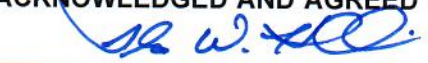
**CONTRACTOR MUST CHECK ONE OF THE FOLLOWING:**

Has Contractor submitted certain bid information that is a "trade secret," as defined by Section 6254.7 of the California Government Code, and in compliance with the requirements of this Trade Secrets Acknowledgement?

By marking "NO", Contractor does not claim any confidentiality of any bid information submitted to the City.

YES       NO

**ACKNOWLEDGED AND AGREED BY CONTRACTOR:**



Signature

9/28/2021

Date

Thomas W. Kowalski,

Print Name

President/CEO

Title

## PARTICIPATION

The successful Vendor agrees to allow the City of Clovis and with the City's consent, other public agencies to purchase additional items at the same terms and conditions as in their submitted proposal for a period not to exceed one year from the date of award. Participating agencies may enter into a contract with the successful vendor for the purchase the services and/or equipment noted herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City. Purchase Orders issued by other public agencies referencing this agreement, shall be the sole responsibility of the agency placing the order. The City reserves the right to extend the one-year time period with mutual consent of the successful vendor.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the City of Clovis harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to the City of Clovis.

**\* Note: This form/information is not used for evaluation purposes.**

Yes, we will extend contract terms and conditions to all qualified public agencies.

No, we will not extend contract terms to any agency other than the City of Clovis.



(Authorized Signature)

Thomas W. Kowalski, President/CEO

Title

## REFERENCE LIST

### VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: Urban Transportation Associates, Inc.

Provide a list of at least five (5) customers for whom you have recently provided similar services. If you have held a contract for similar services with the City of Clovis within the past seven (7) years, list the City as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: Kings Area Rural Transit Contact: Angie Dow  
 Address: 610 W 7th St  
 City: Hanford State: CA Zip: 93230  
 Phone No.: ( 559 ) 852-2712 Project Date: 2014  
 Service Provided: 25 vehicle APC system integrated with Connexionz AVL

Reference Name: San Luis Obispo RTA Contact: Omar McPherson  
 Address: 179 Cross St Suite A  
 City: San Luis Obispo State: CA Zip: 93401  
 Phone No.: ( 805 ) 781-1111 Project Date: 2015  
 Service Provided: 40 vehicle APC system integrated with Connexionz AVL

Reference Name: Napa Valley TA Contact: Rebecca Schenck  
 Address: 625 Burnell St  
 City: Napa State: CA Zip: 94559  
 Phone No.: ( 707 ) 258-8636 Project Date: 2014  
 Service Provided: 48 vehicle Stand-Alone APC system. Since 2015, Avail and now Syncromatics, on-bus AVL systems are receiving APC data in parallel with UTA's Stand-Alone APC system. UTA's APC CPU is operating in both a Stand-Alone and Integrated configuration on NVTA buses.

Reference Name: Tri Delta Transit Contact: Steve Ponte  
 Address: 801 Wilbur Avenue  
 City: Antioch State: CA Zip: 94509  
 Phone No.: ( 925 ) 754-6622 Project Date: 2011  
 Service Provided: 61 vehicle APC system integrated with Connexionz AVL

Reference Name: Humboldt Transit Authority Contact: Greg Pratt  
 Address: 133 V Street  
 City: Eureka State: CA Zip: 95501  
 Phone No.: ( 707 ) 443-0826 ext 101 Project Date: 2018  
 Service Provided: 11 vehicle Stand-Alone APC system installed in 2018 after a 2 vehicle no cost demo in 2017. In 2020, the APC equipped fleet was expanded to 21 vehicles out of an entire fleet of approximately 40 vehicles.

## CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the Contractor is responsible to submit with the RFP package in order to make the RFP compliant.

Check off each of the following (*if applicable*):

1. X Signed cover page of Request for Proposal (RFP).
2. X Check <https://pbsystem.planetbids.com/portal/14742/portal-home> for any addenda.
3. X Signed cover page of each Addendum.
4. X Provide a Conflict of Interest Statement.
5. X Signed *Trade Secret Form* as provided with this RFP (Trade Secret Information, if provided, must be electronically submitted in a separate PDF file and marked as Confidential).
6. X Signed *Debarment Certification Form* as provided with this RFP.
7. NA Provide a Criminal History and Civil Actions Disclosure Statement, *if applicable*, as instructed in this RFP.
8. X Signed *Participation Form* as provided with this RFP.
9. X The completed *Reference List* as provided with this RFP.
10. X Indicate all of Contractor exceptions to the City's requirements, conditions and specifications as stated within this RFP.
11. X Contractor's proposal, in PDF format, electronically submitted to the Bid Page on Planet Bids.

**Return Checklist with your RFP response**

**CITY OF CLOVIS  
CONTRACT SERVICES AGREEMENT**

This Contract Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and Urban Transportation Associates, Inc. ("Contractor ") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on [REDACTED] ("Effective Date").

**RECITALS**

City desires to obtain an Automatic Passenger Counter System ("APC"), more fully described in **Exhibit A**, and, if applicable, as further set forth in the proposal from Contractor attached as **Exhibit B**, which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Contractor agree as follows:

**AGREEMENT**

1. **Scope of Services.** Contractor shall perform the Services described in the Recitals and detailed in **Exhibit A and Exhibit B** attached hereto and incorporated herein by reference. Changes in the Scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement and/or **Exhibit A** conflict with **Exhibit B**, this Agreement and **Exhibit A** shall control. No contractual terms and/or conditions found in **Exhibit B** shall purport to waive, disclaim, or limit Contractor's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Contractor.
3. **Term of Agreement; Commencement of Services; Schedule.** The term of this Agreement shall commence on [REDACTED], and Contractor shall begin performing the Services on that date, unless otherwise instructed by City. This Agreement shall terminate on June 30, 2027, unless extended beyond that date by mutual consent of the Parties. This Agreement may be terminated prior to the end of the term pursuant to Section 26 and 27 herein.

Contractor shall perform the Services according to the schedule set forth in **Exhibits A and/or B**, as applicable. If no schedule is set forth in **Exhibits A and/or B**, City and Contractor shall mutually agree on a schedule for performance of the Services and completion of any deliverables. The schedule shall be subject to modification based on the City's operational needs. City will notify Contractor in advance of any modification to the schedule.

4. **Payment for Services.** City shall pay Contractor for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit A** and reimburse Contractor for expenses incurred as described in Contractor's Proposal, which is set forth in **Exhibit B**, as applicable. The total amount paid for Services and expenses reimbursed by City to Contractor under this Agreement shall not exceed one hundred thirty thousand four hundred dollars (\$130,400.00).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Contractor for Services satisfactorily performed pursuant to this Agreement. Contractor shall



submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Contractor within thirty (30) days after receipt of invoice.

5. Independent Contractor Status. Contractor and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Contractor is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City.

6. Acknowledgement. Contractor acknowledges, warrants, and represents that they have thoroughly investigated the scope of work to be provided by the Contractor and has examined all of the Exhibits, and all referenced reports, and has examined the installation site for equipment and/or materials which they have agreed to supply herein and is familiar with the local conditions which may affect their manufacture and delivery of said equipment and that except as provided for herein, he will make no claims for additional compensation over and above as set forth in the bidding documents and Exhibits.

7. Qualifications. Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of City. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement. Contractor has complete and sole discretion for the matter in which the work under this Agreement will be performed.

8. Key Personnel. Contractor agrees and designates the following Project team members as "Key Personnel:

- CEO/President: Thomas W. Kowalski
- Chief Technical Officer: David Bosshammer
- Field Engineering Manager: David Vanderputten
- Transit Statistician: Keith Gates
- Administrative Manager: Debbie Scheetz

Contractor agrees that said Key Personnel will be able to dedicate one hundred percent (100%) of their time to the Services, as needed, for the successful and timely completion of the Project.

9. Contractor Representations; Standard of Care; Compliance with Law. Contractor represents that Contractor and any subcontractors utilized by Contractor are and will be qualified in the field for which Services are being provided under this Agreement and Contractor and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Contractor and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards. Contractor shall comply with all Labor Code requirements for public works projects if applicable to Contractor's work under this Agreement.

10. Identity of Subcontractors. Contractor shall, before commencing any work under this Agreement,

[Type here]

provide to City in writing: (a) the identity of all subcontractors, if any, Contractor intends to utilize in Contractor's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of Contractor's subcontractors.

11. Subcontractor Provisions. Contractor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Contractor; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

12. Drug Free Workplace. Contractor acknowledges that City has adopted a policy of maintaining a drug free workplace and Contractor agrees to abide by the provisions of City's substance abuse policy provide to Contractor under separate cover. Violation of this provision may result in immediate termination of this Agreement.

13. Power to Act on Behalf of City. Contractor is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

14. Record Keeping; Reports. Contractor shall keep complete records showing the type of Services performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its subcontractors for inspection and audit purposes. Contractor shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Contractor under this Agreement.

15. Ownership and Inspection of Documents. All data (routes, latitudes/longitudes, stop locations, bus schedules, operator bids, etc.), tests, reports, analyses, documents, records, conclusions, opinions, recommendations, and other work product generated by or produced for Contractor or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Contractor shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Contractor shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

16. Confidentiality. All Work Product prepared and performed by and on behalf of Contractor in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Contractor shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Contractor shall also require its subcontractors to be bound to these confidentiality provisions.

17. Professional Responsibility. Notwithstanding any other provision in this Agreement, the review and/or approval by City, or any of its directors, officers, employees, or agents, of any technical specifications, design documents, and all other work products or project communications prepared by the Contractor or any of its subcontractor’s, or of any acts or failures to act by Contractor or any of its subcontractor’s, shall not relieve the Contractor or any of its subcontractors of any professional responsibility for the services performed.

18. Implementation and Integration Services. Contractor will coordinate all activities, including but not limited to implantation and integration services, inspection, field testing of equipment, monitoring and reporting Contractor’s progress with and to City. Contractor will cooperate with and advise City of Contractor’s progress and timing schedules for the Project and shall provide City access to Contractor’s equipment and facilities for City’s inspections of this Project. City shall have the authority to cause Contractor’s work to be stopped if such work is not in accordance with **Exhibits A and B**. City shall designate a representative (“City Representative”) who shall have the authority to take all actions on behalf of City. Contractor shall direct all notices and other correspondence to the City Representative. Any notices or approvals from City that are not sent by the City Representative shall be subsequently confirmed by the City Representative.

19. Labor and Materials. Contractor shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility related to construction, implementation, and integration services, and transportation services required to complete the Project.

20. Extra Work. In the event Contractor requests a Change Order for extra work requires as a result of conditions which are significantly different from those reasonably anticipated when this Agreement was executed, such request shall be submitted to City in writing and shall be accompanied by the following declaration, signed by the Contractor:

I, Thomas W. Kowalski (name of Contractor’s authorized representative) being the President/CEO (title of Contractor’s authorized representative) of Urban Transportation Associates (UTA) (Contractor’s name) (“Contractor”) declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time , know its contents, and know said claim is made in good faith; the supporting data is truthful and accurate; the amount requested accurately reflects the Agreement adjustment for which Contractor believes the City is liable. I am familiar with California Penal Code Section 72 and California Government Code Sections 12560 et seq., pertaining to false claims, and I know and understand that submission or certification of a false claim may lead to fines, imprisonment, and/or other severe legal consequences.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by the City, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

Contractor’s disagreement over the amount to be paid for extra work shall not relieve Contractor of the

[Type here]

obligation to continue to perform all the Work on the Project as required in **Exhibits A and B**.

21. System Acceptance. On-site system acceptance testing shall include Contractor and City staff, and will occur per the testing plan timetable as specified by the Contractor in its System Acceptance Testing. System acceptance tests will exercise all system components according to an acceptance test plan developed by the Contractor and approved by City.

Tests conducted by the Contractor may not prevent the ongoing operation of City unless previously approved by City. The Contractor shall maintain and submit complete records of all test results.

22. Final Acceptance of Full System Deployment. Final Acceptance for the Full System Deployment (“Final Acceptance”) will be granted after thirty (30) calendar days of continuous achievement of the acceptance metrics and error-free production operation of the System from the System Go-Live date.

23. City Name and Logo. Contractor shall not use City's name or insignia, photographs relating to the City projects or work for which Contractor’s services are rendered, or any publicity pertaining to the Contractor’s Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

24. Conflicts of Interest. Contractor warrants that neither Contractor nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Contractor’s or its employees’ performance of the Services and the Work Product produced. Contractor further warrants that neither Contractor nor any of its employees have real property, business interests or income that will be affected by the Services. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Contractor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

25. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Contractor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Contractor or its successor, or for any breach of any obligation under the terms of this Agreement.

26. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

- a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Contractor. Upon receipt of a termination notice pursuant to this subsection, Contractor shall promptly discontinue all Services affected, unless the notice directs otherwise.
- b. Termination by City or Contractor: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.
- c. Compensation to Contractor Upon Termination. Contractor shall be paid compensation for Services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Contractor’s compensation has not become due, Contractor shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Contractor’s failure to perform in accordance with the

terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

- d. Effect of Termination. Upon termination of this Agreement, Contractor shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Contractor in performing this Agreement, whether completed or in process. Contractor may not refuse to provide such Work Product for any reason whatsoever.

27. Default/Material Breach. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- a. City's failure to pay Contractor any undisputed compensation due within thirty (30) days after written demand for payment;
- b. Contractor's failure to complete the Project;
- c. Contractor's material breach of any representation or agreement contained herein, and failure to commence actions to correct such breach within thirty (30) days of written notice by City; or
- d. City's material breach of any representation or agreement contained in this Agreement, and failure to commence actions to correct such breach within thirty (30) days of written notice by the Contractor.

28. Insurance. Contractor shall satisfy the insurance requirements set forth in **Exhibit C**.

29. Indemnity and Defense. Contractor hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Contractor or its subcontractors relating to the performance of Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Contractor and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

30. Risk of Loss. Contractor shall bear the risk of loss or injury or damage to their work until such time as City has, by written formal acceptance, accepted said work. For the purposes of this section, the work does not include any existing property of City, unless said existing property is modified by the Project. City's acceptance shall occur when the Project has successfully tested and complies with the requirements contained in **Exhibits A and B**. During the time period which Contractor must bear the risk of loss, Contractor shall rebuild, repair, restore, and replace and make good all injuries or damage to such work, and shall bear the expenses thereof, except for such injuries or damages as are occasioned by acts of federal government or public entity., and only to the extent of five percent (5%) of the Agreement amount where such injuries or damages are proximately caused by an act of God within the meaning of California Public

Contract Code Section 7105.

31. Taxes. Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Contractor, its employees, agents, and representatives. Contractor agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

32. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due Contractor from City under the terms of this Agreement to any other individual, corporation, or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

33. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service (ex., Federal Express) receipted, and addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

34. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

35. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

36. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Contractor's authority is attached as **Exhibit D**.

37. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to

[Type here]

preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

38. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Contractor in the County of Fresno, California. Contractor shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

39. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

40. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

41. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

42. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two (2) nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

43. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

44. Performance Requirements. Notwithstanding, and in addition to the provisions of, Sections 26 and 27 of this Agreement, if the Services performed hereunder are not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Contractor to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Contractor. Contractor shall promptly correct the work rejected by City for failing to conform to the requirements of the Agreement. Remedy for non-compliance or non-performance shall commence within twenty-four (24) hours of notice. City shall also have the right to require Contractor to take all necessary

[Type here]

steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Contractor fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

Now, therefore, the City and Contractor have executed this Agreement on the date(s) set forth below.

CONTRACTOR

CITY OF CLOVIS

By: \_\_\_\_\_

By: \_\_\_\_\_  
John Holt, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Party Identification and Contact Information:

**Contractor**

Urban Transportation Associates, Inc.  
Attn: Thomas Kowalski  
President/CEO  
4240 Airport Road, Suite 212  
Cincinnati, OH 45226  
[tkowalski@fuse.net](mailto:tkowalski@fuse.net)  
(513) 961-0099

**City of Clovis**

General Services - Transit  
Attn: Bethany Berube  
Transit Supervisor  
155 N Sunnyside Ave.  
Clovis, CA 93612  
[bethanyb@cityofclovis.com](mailto:bethanyb@cityofclovis.com)  
(559) 324-2771

ATTEST

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

APPROVED AS TO FORM

\_\_\_\_\_  
Scott G. Cross, City Attorney

[Type here]



# EXHIBIT A

## DESCRIPTION OF SERVICES

### SCOPE OF SERVICES

#### **Automatic Passenger Counter (“APC”) Hardware/Collection Requirements:**

- Stand-alone system that integrates with the Computer Aided Dispatch/ Automatic Vehicle Location (“CAD/AVL”) system
- Highly accurate data collection that meets or exceeds Federal Transit Administration (“FTA”) requirements (95%)
- Demonstrates the ability to discriminate between passengers and non-passengers, detect double backs, etc.
- Able to separately count successive passengers that are walking close together, either one behind the other or side by side
- Accurately differentiate between boarding and alighting and eliminate false positive counts
- Automatically compile data by the APC and integrate to the Mobile Data Computer/Vehicle Logic Unit (“MDC/VLU”) in real-time
- Ability to store and forward data if the MDC/VLU loses communications connectivity
- Data will consist of date and time stamp, geo-coordinates, and bus stop locations
- Capability of real-time counts of passengers on board in the event of emergencies for authorities
- Count wheelchair ramp deployment
- Ability to eliminate counting of Operators as passengers
- Approved for National Transit Database (“NTD”) reporting
- System will not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment such as security equipment, engine controls, transmission, etc.
- System equipment provided will be transferable to other transit vehicles

#### **APC Data Analysis, Reporting, and Support Agreement**

The APC provider will maintain a web-based reporting solution for the City that accurately imports and processes ridership data from their APC system. The reporting solution must generate accurate and user-friendly reports for two primary purposes: 1) service and operations planning, and 2) NTD reporting.

The system must also provide the City with ridership reporting for service and operations planning purposes. Ridership reporting for this purpose will include, but not be limited to, ridership (totals and average) by month, by day, by route, by trip, etc.

The APC System will also include a Support Agreement for APC Data Analytics, Reporting, and NTD Certification support for a minimum period of five (5) years. The objective of the Support Agreement is to maintain the APC system at a very-high level of performance.

[Type here]

The Support Agreement must provide consulting, training, support, and maintenance of ridership data reported to NTD and the City.

**APC Analytics Requirements:**

- Conducting data cleansing (data cleaning is intended to remove questionable data)
- Allowing for the adjustment of data (make minor, logical alterations to raw APC data)
- Including a means for geographic analysis of valid APC data (geographic presentation of boardings and alightings by stop)
- Providing the ability to assign unknown boardings and alightings to the stop before or after
- Retaining data rejected for data cleaning for a minimum of ninety (90) days

**APC Reporting Requirements:**

- Web-based APC reports with an intuitive user interface
- Secure, password-protected web access
- Accurate reports that have been scrubbed of all errant data
- Wheelchair lift use reports
- Customizable ridership reports for specific time periods (annually, monthly, weekly, daily, hourly) and ability to filter data
- Provide up to twenty-five (25) additional customized reports requested by the City at no additional cost.
- Ridership reports that can be aggregated by stop, route, or trip
- Runtime reports to compare scheduled versus actual runtimes between segments, trips, or routes as an aid to tuning schedules
- Ability to export/download reports in Excel, PDF, etc.
- Report capabilities for measures, such as: boardings, alightings, boardings per revenue mile, boardings per revenue hour, boardings per trip, revenue miles, revenue hours, passenger miles, runtime between timepoints, trip runtimes, leaving load from a stop, max trip load point, etc.
- Specific reports for the National Transit Database reporting of unlinked passenger trips (i.e., boardings) and passenger miles travelled for by month and fiscal year using some or all the APC data

**30-DAY ROLLING OPERATIONAL TEST**

Upon completion of all vehicle and System installations, and to further demonstrate stability, integrity, and reliability prior to Project Signoff, the City and the Contractor will conduct a thirty (30) day Rolling Operational Test. This test is intended to ensure that the System, as installed in the field, works properly as a fully integrated System. Prior to the start of the thirty (30) day Test, all outstanding variances must be corrected, and all training completed. During testing, no adjustments, modifications, or substitutions shall be made to the System by the Contractor, except with the approval of the City.

[Type here]

Functionality tests shall verify that the Contractors' features and functions of the System have been professionally designed and implemented. The following items, as a minimum, shall be included in the Function Tests:

- Testing of the proper functioning of all hardware, both individually and collectively
- Testing of the proper functioning of all software and firmware features and functions
- Testing of all on-board functions
- Testing of all user interface functions
- Verification that System response time requirements have been met
- Verification that System stability and availability is free of problems

The City expects no "down time" to be experienced during the thirty (30) day Rolling Operational Test period, either on any vehicles or as a System. If there is a failure of the System during this time, or if ten percent (10%) of the vehicles experience the same issue, the Contractors will identify and correct the problem. The City, at its sole discretion, will determine if the problem necessitates a resetting of the thirty (30) day Rolling Operational Test.

#### **GTFS (STATIC AND REAL-TIME) REQUIREMENTS**

- Ensure compliance with the California Minimum General Transit Feed Specification ("GTFS") Guidelines on an agreed upon schedule with the City.
- Ensure compliance with Mobility Data Interoperability Principles on an agreed upon schedule with the City.
- Provide Real-Time Passenger Load data in appropriate format to CAD/AVL contractor for export to consuming third party applications, such as Google Maps.

**SCHEDULE**

Tasks	Weeks														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Notice to Proceed															
Kickoff Meeting															
Order and Assembly															
Reporting Software Config															
Installation of Hardware															
Report Customization															
Performance Review															
NTD Certification															
Initial Maintenance & Software Training															

The project schedule can be altered to accommodate City of Clovis' local preferences. UTA will commence hardware installation within one (1) week of Notice of Award. UTA's APC Software and Reporting systems will be installed independently of the on-bus hardware and be fully operational within two (2) weeks after the installations begin.

#### **Notice of Award**

Once the Notice of Award is issued, UTA will start assembling parts and scheduling installations to commence in two (2) weeks.

#### **Software Setup**

Upon Notice of Award, UTA will start to configure the APC data processing and reporting software. UTA will communicate with City of Clovis Planning and Scheduling staff relative to the schedule and geocoding exports.

#### **Fleet Hardware Installations**

Hardware installations will begin two (2) weeks after the Notice of Award. UTA will work with operations and maintenance staff to arrange appropriate locations for staging materials and performing installations.

#### **Software Commissioning**

After the initial installation of the APC on-bus hardware, data will be available to configure/test UTA's APC software with current City of Clovis APC data.

#### **NTD Certification - Manual vs APC Analysis**

It will be City of Clovis' responsibility to execute Manual Ridechecks on at least Qty=15 City of Clovis Trips operated by APC-equipped buses to be compared with the corresponding APC data in order to assess the accuracy of the APC system. UTA and City of Clovis will execute the Manual/APC comparison in parallel. City of Clovis will inform UTA of the Dates and Bus Numbers on which Manual Ridechecks were performed. UTA will provide processed and raw APC data to City of Clovis for comparison. Upon City of Clovis' receipt of the APC data, City of Clovis will provide copies of the Manual data for UTA review. City of Clovis and UTA will present summaries of the Manual/APC comparisons for review/rationalization. The completed Manual/APC comparison will be included in The City of Clovis' NTD/APC application to FTA.

#### **NTD Certification - Finalize Benchmarking Plan Document**

The benchmarking plan documents must be written. In each annual NTD reporting policy manual FTA lists a series of questions which must be answered in this benchmarking plan document. A separate document will need to be written for each mode that will be certified. These documents can start being written before the end of the APC v Manual comparison. Once the documents are finalized and the Manual/APC Ridecheck comparisons are completed, City of Clovis' NTD/APC proposal can be submitted to FTA.

#### **Initial APC User Software/Report Training**

Given the priority of NTD certification, it is probably best to focus most of the initial attention on APC analytics on the certification process. However, once the benchmarking plan is submitted, the focus of the project can turn to familiarization and training with the reporting software. Typically, this process takes the form of 1-2 full days of UTA staff meeting with City of Clovis staff at City of Clovis offices to review the many different analytic options present in the UTA reporting software. The exact schedule of this training can be determined by City of Clovis preferences but could take place as soon as the efforts associated with the NTD certification process and all vehicle installations are complete.

**Initial Maintenance Training**

UTA can start familiarizing and training City of Clovis maintenance staff with the APC system installed on the fleet. Depending on City of Clovis preference and UTA staff availability this can potentially take place during the installation phase(s). A tentative schedule would place the APC maintenance training as soon as City of Clovis desires.

**COMPENSATION AND RATES**

Contractor shall be compensated according to the following rates/fees:

<b><u>APC</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>	<b><u>Total</u></b>
APC Hardware	\$51,268					\$51,268
Setup/Installation	\$6,650					\$6,650
Software	\$18,750					\$18,750
Service/Support/Maintenance	\$0	\$4,500	\$4,500	\$4,725	\$4,961	\$18,686
Training	\$5,500					\$5,500
Spare Parts	\$0	\$1,000	\$1,000	\$1,050	\$1,102	\$4,152
Taxes (7.975%)	\$6,553	\$438	\$438	\$460	\$483	\$8,372
<b>Total APC:</b>	<b>\$88,721</b>	<b>\$5,938</b>	<b>\$5,938</b>	<b>\$6,238</b>	<b>\$6,546</b>	<b>\$113,378</b>

These rates/fees represent the total cost for all Services provided under this Agreement, including labor, equipment, materials, costs and expenses, taxes, and overhead, to be paid for Services satisfactorily performed.

Total compensation, including expense reimbursement, shall not exceed:

**CONTRACT TOTAL: \$130,400.00**

# **EXHIBIT B CONTRACTOR'S PROPOSAL**

[Type here]

## EXHIBIT C INSURANCE REQUIREMENTS

Prior to commencement of the Services, Contractor shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Contractor shall cause any subcontractor with whom Contractor contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Contractor's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Contractor shall maintain the following types of insurance with limits no less than specified:

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Worker's Compensation Insurance as required by the State of California.

(iii) Automobile Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per accident for bodily injury and property damage.

(iv) Umbrella or Excess Liability. In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Services performed pursuant to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers,

[Type here]



officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Contractor grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Contractor shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Contractor's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Contractor's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Contractor fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Contractor, and the Contractor shall pay the cost thereof to City upon demand, and City shall furnish Contractor with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Contractor under this Agreement.

e. Subcontractors. If the Contractor should subcontract all or any portion of the work to be performed in this Agreement, the Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Contractor to City under this Agreement.

# **EXHIBIT D SIGNING AUTHORITY**

[Type here]



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: July 5, 2022

SUBJECT: General Services – Approval – Res. 22-\_\_\_\_, Authorizing Amendments to the Fire Inspector I and Fire Inspector II Classifications in the Fire Department.

ATTACHMENTS: 1. Resolution 22-\_\_\_\_ Classification Plan

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

For City Council to approve a resolution authorizing amendments to the Fire Inspector I and Fire Inspector II classifications in the Fire Department.

### **EXECUTIVE SUMMARY**

Fire Inspector I and Fire Inspector II classifications in the Fire Department require revisions to allow employees who meet the qualifications and milestones within the job descriptions to promote from Fire Inspector I to Fire Inspector II.

### **BACKGROUND**

It has been determined that the positions of Fire Inspector I and Fire Inspector II require updates in order to allow an employee in the Fire Inspector I classification to promote to Fire Inspector II if they meet the requirements of the Fire Inspector II classification, the requirements for experience, years of service with the City, and good performance listed within the job classification.

The revisions have been reviewed and approved by the Clovis Public Safety Employees Associations bargaining unit. Revisions to the classifications are included in Attachment A.

### **FISCAL IMPACT**

None.

**REASON FOR RECOMMENDATION**

The Fire Inspector I and Fire Inspector II classifications will be revised to specify the requirements to promote between certain classifications.

**ACTIONS FOLLOWING APPROVAL**

The City's Classification Plan will be updated to include the revised classifications.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager AH

**RESOLUTION 22-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY’S CLASSIFICATION PLAN FOR THE FIRE INSPECTOR I AND FIRE INSPECTOR II CLASSIFICATIONS IN THE FIRE DEPARTMENT**

**WHEREAS**, it has been determined that amendments to the classifications of Fire Inspector I and Fire Inspector II are needed to allow employees who meet the requirements listed to promote from Fire Inspector I to Fire Inspector II; and

**WHEREAS**, amendments to the classifications of Fire Inspector I and Fire Inspector II are needed to specify the requirements for experience, years of service with the City and good performance to promote from Fire Inspector I to Fire Inspector II; and

**WHEREAS**, modification of the City’s Classification Plan requires authorization by City Council.

**NOW THEREFORE, BE IT RESOLVED** that the City of Clovis shall modify City’s Classification Plan to include the revised Fire Inspector I and Fire Inspector II specifications in Attachment A.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**Yellow Highlight** = Verbiage Update  
**Strike Out** = Delete Verbiage

## **City of Clovis FIRE INSPECTOR I**

### **DEFINITION**

Under general direction, performs community risk reduction throughout the community and public education. Participates in a variety of fire prevention, inspection and code enforcement duties for residential, commercial and industrial occupancies including plan checking, and testing of hazardous processes and fire protection and extinguishing systems. Performs related duties as required.

### **CLASS CHARACTERISTICS**

Fire Inspector I is an entry level classification and is distinguished from the Fire Inspector II class by the performance of more routine tasks and duties performed according to established procedures with changes in procedures or exceptions to rules explained in detail as they arise. Positions in the classification report to the Fire and Life Safety Specialist and perform fire prevention and enforcement duties. Incumbents are expected to work with the public in a tactful but authoritative manner when inspecting and instructing on fire prevention and safety.

### **EXAMPLES OF DUTIES**

Inspects state mandated and non-mandated occupancies and facilities such as apartments, schools, hotels, businesses, assembly buildings, daycare and care home facilities, auto body garages, and storage facilities for compliance with mandated federal, state and local codes; conducts fire sprinkler and alarm tests; reviews and tracks fire alarm and sprinkler company test results; conducts fire flow tests; inspects properties for the weed abatement program, sends notices and follows up; keeps records on all designated projects and findings; reviews building and site plans regarding fire protective construction; reviews sprinkler plans and verifies calculations; inspects general business plans for the prevention, control and mitigation of dangerous conditions and to ensure compliance with codes; issues violation notices and citations; inspects buildings under construction for compliance with fire and building codes which relate to fire prevention, detection systems and suppression systems; works on special programs such as fire sprinkler five year servicing, Christmas trees, inspecting firework display racks or booths, Knox box, etc.; provides information to the general public about fire protection assistance; lectures to groups on fire safety; and performs related duties as required.

### **TYPICAL QUALIFICATIONS**

#### **LICENSE REQUIRED**

- Possession of a valid and appropriate California Class C Driver's License and a good driving record.

#### **EDUCATION AND EXPERIENCE**

## **Attachment A**

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- Education equivalent to graduation from high school.

Certifications:

- Possession of current California State Fire Marshal (CSFM) Fire Inspector I certification:
  - 1A: Duties and Administration
  - 1B: Fire and Life Safety
  - 1C: Field Inspection
  - 1D: Field Inspection – California Specific
  - HazMat First Responder Awareness

**or**

- The ability to complete the CSFM Fire Inspector I series of courses within one (1) year;

**or**

- Completion of the previous CSFM Prevention Officer series of courses:
  - 1A: Introduction to the California Fire Code
  - 1B: Inspection of Fire Protection Systems and Special Hazards
  - 1C: Flammable Liquids and Gasses
- Incumbents in the Fire Inspector I classification may be promoted to the Fire Inspector II classification upon the following qualifications:
  - Meet the minimum qualifications for the position;
  - Successful completion of the probationary period, one (1) year;
  - Recommendation of the appointing authority;
  - A minimum of exceeds standards on the most current performance evaluation.

## **QUALIFICATIONS**

Knowledge of:

- Proper fire inspection methods and techniques;
- Principles of combustion as related to various types of building and construction material;
- Proper storage and handling of explosives and flammable materials and other hazardous materials;
- Building fire extinguishing and alarm systems;
- Principles, practices and procedures of firefighting;
- Principles of water hydraulics;
- Appropriate safety precautions and procedures;
- Safety codes related to fire prevention including but not limited to Uniform Fire Code, Uniform Building Code, State Administrative Code and National Fire Code;

- Standard fire protection and prevention theory, techniques and practices relative to various types of occupancies;
- Building materials and construction practices.

Ability to:

- Operate a variety of machines, equipment and tools including a personal computer, scanner/radio, engineer/architect scale, Pitot tube and gauge, camera and calculator;
- Operate both as a member of a team and independently;
- Effectively communicate with individuals or groups utilizing a broad base of verbal skills to successfully educate the public about fire hazards and prevention;
- Use independent judgment in regularly routine situations when issuing citations;
- Perform complex tasks during life threatening emergencies;
- Use manual and power tools in performance of duties;
- Comprehend and correctly use a variety of reference books and manuals as well as informational documents, including utilizing and interpreting basic technical engineering, legal, electrical and hydraulics terminology;
- Prepare fire flow charts, letters, articles for newspapers, lists of occupancies and weed abatement and boiler plate form letters using prescribed format and conforming to all rules of punctuation, grammar, diction and style;
- Add, subtract, multiply and divide;
- Calculate decimals, ratios, percentages, fractions and exponents.

## **SUPPLEMENTAL INFORMATION**

### **PHYSICAL DEMANDS AND WORKING CONDITIONS**

- Lifting, carrying and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Ability to climb ladders to access any portion of a building and be comfortable working on rooftop areas or other above ground locations;
- Ability to work in extreme weather conditions;
- Ability to attend periodic evening meetings and weekend events outside of regularly scheduled shift;
- Incumbents may be scheduled to work modified workweeks including evenings and weekends, subject to periodic rotation of schedule;
- Incumbents may be required to travel within and out of the City to attend meetings, training, or other job-related requirements.



## City of Clovis FIRE INSPECTOR II

### **DEFINITION**

Under general direction, performs community risk reduction throughout the community and public education. Participates in a variety of fire prevention, inspection and code enforcement duties for residential, commercial and industrial occupancies including plan checking and testing of hazardous processes and fire protection and extinguishing systems. Performs related duties as required.

### **CLASS CHARACTERISTICS**

This is the full journey level class within the Fire Inspector series. Employees within this class are distinguished from the Fire Inspector I by the performance of the full range of duties as assigned including complex duties requiring the knowledge of general Department procedures and Fire Department policies and procedures. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Fire Inspector II reports to the Fire and Life Safety Specialist or designee. The incumbent may provide lead direction on special projects or in day-to-day assignments to a Fire Inspector I.

### **EXAMPLES OF DUTIES**

Inspects complex, difficult or special occupancies and facilities such as churches, dance halls and bars/nightclubs, manufacturing and industrial use buildings, auto body garages and care homes for compliance with mandated federal, state and local codes; participates in the review of building construction plans for compliance with local, state and federal regulations; conducts fire sprinkler and alarm tests; reviews and tracks fire alarm and sprinkler company test results; conducts fire flow tests; inspects properties for the weed abatement program, sends notices and follows up; keeps records on all designated projects and findings; reviews building and site plans regarding fire protective construction; reviews sprinkler and fire alarm plans and performs calculations; inspects general business plans for the prevention, control and mitigation of dangerous conditions to ensure compliance with codes; issues violation notices and citations; inspects buildings under construction for compliance with fire and building codes which relate to fire prevention, detection systems and suppression systems; works on special programs such as fire sprinkler five year servicing, Christmas trees, inspecting firework display racks or booths, Knox box, etc.; provides information to the general public about fire protection assistance; lectures to groups on fire safety; presents fire safety education programs; performs research and publishes educational articles; and performs related duties as required.

### **TYPICAL QUALIFICATIONS**

#### **LICENSE REQUIRED**

- Possession of a valid and appropriate California Class C Driver's License and a good driving record.

## EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge, and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- Possession of an Associate's Degree or greater from an accredited college or university;

Certifications:

- Possession of current California State Fire Marshal (CSFM) Fire Inspector I certification;
- The ability to complete the CSFM Fire Inspector II series of courses within one (1) year:
  - 2A: Fire Prevention Administration
  - 2B: Fire and Life Safety Requirements
  - 2C: Inspecting New and Existing Fire and Life Safety Systems and Equipment
  - 2D: Hazardous Materials, Operations and Processes

**or**

- Completion of the previous CSFM Fire Prevention Specialist series of courses: Fire Prevention 2A, 2B and 2C.

Experience:

- Three (3) years of paid experience as a Fire Inspector with a paid Fire Department;

**or**

- Three (3) years of experience with enforcement of the building code, code enforcement, OSHA, or similar inspection duties involving enforcing applicable codes and standards.
- Incumbents in the Fire Inspector I classification may be promoted to the Fire Inspector II classification upon the following qualifications:
  - Meet the minimum qualifications for the position;
  - Successful completion of the probationary period, one (1) year;
  - Recommendation of the appointing authority;
  - A minimum of an exceeds standards on the most current performance evaluation.

## QUALIFICATIONS

Knowledge of:

- Proper fire inspection and investigation methods and techniques;
- Principles of combustion as related to various types of building and construction material;
- Proper storage and handling of explosives and flammable materials and other hazardous materials;

- Building fire extinguishing and alarm systems;
- Principles of water hydraulics;
- Appropriate safety precautions and procedures;
- Safety codes related to fire prevention including but not limited to Uniform Fire Code, Uniform Building Code, State Administrative Code and National Fire Code;
- Standard fire protection and prevention theory, techniques and practices relative to various types of occupancies;
- Building materials and construction practices.

Ability to:

- Operate a variety of machines, equipment and tools including a personal computer, scanner/radio, engineer/architect scale, Pitot tube and gauge, camera and calculator;
- Operate both as a member of a team and independently;
- Effectively communicate with individuals or groups utilizing a broad base of verbal skills to successfully educate the public about fire hazards and prevention;
- Use independent judgment in regularly routine situations when issuing citations;
- Perform complex tasks during life threatening emergencies;
- Use manual and power tools in performance of duties;
- Comprehend and correctly use a variety of reference books and manuals as well as informational documents, including utilizing and interpreting basic technical engineering, legal, electrical and hydraulics terminology;
- Prepare fire flow charts, letters, articles for newspapers, lists of occupancies and weed abatement, and boiler plate form letters using prescribed format and conforming to all rules of punctuation, grammar, diction and style;
- Add, subtract, multiply and divide;
- Calculate decimals, ratios, percentages, fractions and exponents.

## **SUPPLEMENTAL INFORMATION**

### **PHYSICAL DEMANDS AND WORKING CONDITIONS**

- Lifting, carrying and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Ability to climb ladders to access any portion of a building and be comfortable working on rooftop areas or other above ground locations;
- Ability to work in extreme weather conditions;
- Ability to attend periodic evening meetings and weekend events outside of regularly scheduled shift;
- Incumbents may be scheduled to work modified workweeks including evenings and weekends, subject to periodic rotation of schedule;
- Incumbents may be required to travel within and out of the City to attend meetings, training or other job-related requirements.



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 5, 2022

SUBJECT: General Services – Approval – Res. 22\_\_\_\_, Amending the City’s FY 22-23 Position Allocation Plan by deleting one (1) Staff Analyst position and adding one (1) Management Analyst position within the Planning and Development Services Department.

ATTACHMENTS: 1. Res. 22-\_\_\_\_, Position Allocation Plan

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

For Council to approve Resolution 22-\_\_\_\_ amending the City’s FY 22-23 Position Allocation Plan by deleting one (1) Staff Analyst position and adding one (1) Management Analyst position within the Planning and Development Services Department.

### **EXECUTIVE SUMMARY**

Currently, the Engineering Division of the Planning and Development Services Department is authorized for one (1) Management Analyst position and one (1) Staff Analyst position. It is recommended that the City’s Position Allocation Plan be amended to convert the Staff Analyst position to a Management Analyst position. Upon Council’s approval of this requested change the Engineering Division will have two (2) Management Analyst Positions.

### **BACKGROUND**

The Planning and Development Services Department has evaluated the work assignment and needs in the department. They have determined that deleting one (1) Staff Analyst position and adding one (1) Management Analyst position will more efficiently support the current needs of the Engineering Division. A current assessment of the needs of the Engineering Division has resulted in the determination that the Management Analyst classification is a more appropriate classification to provide complex administrative / technical support to all four sections in the Engineering Division. Support includes state and federal grant procurement, grant management and budgeting, ensuring project compliance with state and federal laws and regulations, contract administration, as well as labor compliance reporting. The desired position allocation change results in the need to modify the City’s Position Allocation Plan, which requires Council approval.

**FISCAL IMPACT**

The fiscal impact of salary and benefits for this conversion would be approximately \$41,000. There are adequate funds in the Planning and Development Services Department budget to cover the costs of the position.

**REASON FOR RECOMMENDATION**

By deleting one (1) Staff Analyst position and adding one (1) Management Analyst position this will provide more efficient administrative/ technical support across all four sections within the Engineering Division. The change must be reflected in the authorized FY 22-23 Planning and Development Services Department position allocation. Modification of the Position Allocation Plan requires Council approval.

**ACTIONS FOLLOWING APPROVAL**

The position allocation for the Planning and Development Services Department will be modified as noted in Attachment A. The position vacancy will be filled through a current eligibility list.

Prepared by: Lori Shively, Personnel/Risk Manager

Reviewed by: City Manager AA

RESOLUTION 22-\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S FY 22-23 POSITION ALLOCATION PLAN

WHEREAS, the FY 22-23 Position Allocation Plan in the Planning and Development Services Department was approved as part of the FY 22-23 City budget adoption process; and

WHEREAS, a review of the staffing needs of the City indicates that deleting one (1) Staff Analyst position and adding one (1) Management Analyst position is necessary in order to provide more efficient support within the Engineering Division of the Planning and Development Services Department; and

WHEREAS, amending the City's adopted FY 22-23 Position Allocation Plan requires City Council authorization.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City's FY 22-23 Position Allocation Plan shall be amended as noted in Attachment A.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote to wit:

- AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 22-23**

DEPARTMENT	NUMBER OF POSITIONS
<b>Planning and Development Services Department</b>	
Add: Management Analyst	1.0
Delete: Staff Analyst	1.0



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 5, 2022

SUBJECT: General Services – Approval – Res. 22-\_\_\_\_, Amending the City’s FY 22-23 Position Allocation Plan by adding one (1) Senior Planner position within the Planning and Development Services Department.

ATTACHMENTS: 1. Res. 22-\_\_\_\_, Position Allocation Plan

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

For Council to approve Resolution 22-\_\_\_\_ amending the City’s FY 22-23 Position Allocation Plan by adding one (1) Senior Planner position within the Planning and Development Services Department.

### **EXECUTIVE SUMMARY**

Currently, the Planning and Development Services Department is authorized for two (2) Senior Planner positions for fiscal year 2022-2023. It is recommended that the City’s Position Allocation Plan be amended to add one (1) Senior Planner position for a total of three (3). Council approval is required for changes to the Position Allocation Plan.

### **BACKGROUND**

The Planning and Development Services Department has evaluated the work assignment and needs in the department. They have determined that the addition of one (1) Senior Planner position will more efficiently support the current needs of the department. This position would augment the current planning staff and provide the needed capacity to cover the increased volume of long term and complex planning projects under entitlement review. Such projects may include a key role in the development of the City’s next General Plan Update, as well as assisting in the preparation of the Housing Element, Specific Plans, Master Development Plans, Environmental Impact Reports (EIR), as well as administering requests for Sphere of Influence Expansions. The desired position allocation change results in the need to modify the City’s Position Allocation Plan, which requires Council approval.



**FISCAL IMPACT**

The fiscal impact of salary and benefits for this addition would be approximately \$133,000. However, a vacancy in the Deputy City Planner position should absorb most, if not all, of the cost of the additional Senior Planner position. There are adequate funds in the Planning and Development Services Department budget to cover any additional costs of the position.

**REASON FOR RECOMMENDATION**

The addition of one (1) Senior Planner will provide the needed capacity to cover the sustained increase in complex project volumes within the Planning Division. The change must be reflected in the authorized FY 22-23 Planning and Development Services Department position allocation. Modification of the Position Allocation Plan requires Council Approval.

**ACTIONS FOLLOWING APPROVAL**

The position allocation for the Planning and Development Services Department will be modified as noted in Attachment A. The position vacancy will be filled through a current eligibility list.

Prepared by: Lori Shively, Personnel/Risk Manager

Reviewed by: City Manager AA

RESOLUTION 22-\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S FY 22-23 POSITION ALLOCATION PLAN

WHEREAS, the FY 22-23 Position Allocation Plan in the Planning and Development Services Department was approved as part of the FY 22-23 City budget adoption process; and

WHEREAS, a review of the staffing needs of the City indicates that the addition of one (1) Senior Planner is necessary in order to provide the needed capacity to cover the incoming projects within the Planning Division; and

WHEREAS, amending the City's adopted FY 22-23 Position Allocation Plan requires City Council authorization.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City's FY 22-23 Position Allocation Plan shall be amended as noted in Attachment A.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote to wit:

- AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 22-23**

DEPARTMENT		NUMBER OF POSITIONS
<b>Planning and Development Services Department</b>		
Add:	Senior Planner	1.0



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: General Services Department  
 DATE: July 5, 2022  
 SUBJECT: General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Marvanett Hodges.

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

Reject the General Liability Claim filed on behalf of Marvanett Hodges.

### **EXECUTIVE SUMMARY**

On behalf of Marvanett Hodges (claimant), the City received a claim on May 26, 2022, alleging the City of Clovis failed to maintain a sidewalk, which caused her to trip and fall. Ms. Hodges is seeking compensation in an amount that exceeds the limits for a limited civil case. It is recommended that the City reject the claim at this time, send notice of rejection, and refer the matter to the City's third-party administrator for liability claims for further investigation and handling.

### **BACKGROUND**

On November 1, 2021, Ms. Marvanett Hodges allegedly fell and injured herself near the intersection of Gettysburg Avenue and Willow Avenue due to a broken, raised, sunken and cracked sidewalk. Ms. Hodges further alleges the defective sidewalk caused a dangerous condition to public property.

On May 26, 2022, a General Liability Claim was filed against the City of Clovis on behalf of Ms. Hodges. The claim was considered legally sufficient and timely. Ms. Hodges seeks damages for economic losses for past and future medical bills, pain and suffering, and emotional distress. The claim has been filed as a "civil unlimited case".

### **FISCAL IMPACT**

Rejection of the claim does not result in any fiscal impact.

**REASON FOR RECOMMENDATION**

It is recommended that the claim be rejected. The City is not liable for this claim. In addition, by rejecting this claim the time in which lawsuits may be filed against the City will begin to run.

**ACTIONS FOLLOWING APPROVAL**

A rejection notice letter will be sent to the claimant informing her that the claim has been rejected.

Prepared by: Charles W. Johnson, Management Analyst

Reviewed by: City Manager AH



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: July 5, 2022

SUBJECT: Planning and Development Services – Approval – Bid Award for CIP 21-02 Loma Vista Village Green; and construction management services contract award for CIP 21-02 Loma Vista Village Green; and Authorize the City Manager to Execute the Contracts on behalf of the City.

ATTACHMENTS: 1. Vicinity Map

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

1. For the City Council to award a construction contract for CIP 21-02, Loma Vista Village Green to Marko Construction Group, Inc. in the amount \$8,006,000.00; and
2. For the City Council to award a construction management services contract for CIP 21-02, Loma Vista Village Green to Kitchell CEM, Inc. in the amount not to exceed \$200,000.00; and
3. For the City Council to authorize the City Manager to execute the contracts on behalf of the City.

### EXECUTIVE SUMMARY

Staff is recommending that City Council authorize the City Manager to award and execute the construction contract for CIP 21-02 to Marko Construction Group, Inc. who was the lowest responsible bidder from a bid opening that took place on June 7, 2022.

Staff is also recommending that City Council authorize the City Manager to award and execute a construction management services contract for CIP 21-02 to Kitchell CEM, Inc., who was selected through a competitive Request for Proposals process.

This project is to construct one new 6-acre± park located north of Gettysburg Avenue between Leonard & DeWolf Avenues, just south of Fire Station 6, and it includes restroom and maintenance building, clock tower, amphitheater, monument structure, trellis, plaza with

fountain, concrete sidewalks, park furniture, landscaping, irrigation, signage, and parking striping on the Loma Vista Village Green (“Project”).

The street and utility improvements that surround the park have been constructed with a previously awarded capital project.

**BACKGROUND**

The following is a summary of the bid results of June 7, 2022:

<u>BIDDERS</u>	<u>BASE BIDS</u>
Marko Construction Group, Inc.	\$7,327,000.00
AMG & Associates, Inc.	\$8,350,000.00
 <b>ENGINEER’S ESTIMATE</b>	 <b>\$6,840,000.00</b>

All bids were examined and the bidder’s submittals were found to be in order with Marko Construction Group, Inc. as the lowest responsible bidder. Staff has validated the lowest bidder’s contractor-license status. The base bids presented herein were higher than the estimated amount and seems to represent the market as prices rapidly increase. Four (4) add alternate bid item costs were included in the bid proposal to give flexibility during award. These alternates including the low bidder prices are as follows:

- Add alternate item no. one (1) – Provide and install play structures and surfacing in the designated areas shown on the plans instead of turf in the sum of \$643,000.00.
- Add alternate item no. two (2) – Provide and install additional site furniture as shown on the plans in the sum of \$290,000.00. The item includes most of the furniture in the plaza area. The base bid includes some benches and picnic tables.
- Add alternate item no. three (3) – Construct a decorative concrete intersection at the south end of the park at Rialto Ave. and Sanders Ave. as shown on the plans in the sum of \$110,000.00.
- Add alternate item no. four (4) – Provide and install a shade structure over the stage for the amphitheater as shown on the plans in the sum of \$279,000.00.

The costs came in higher than estimated, but staff believes it is important to include add alternates two (2) through four (4) to construct a park as close to what was presented to Council in the past. There is enough funding available to include the cost of these items. While staff would also like to include the play structures, there is not enough funding to do so at this time. The play structures will need to be added at a later date when funding becomes available, or the city is successful in obtaining grant funding.

Marko Construction Group, Inc.’s base bid is in the amount of \$7,327,000.00 and add alternate items two (2) through four (4) are in the sum of \$679,000.00. City staff recommends awarding a contract to Marko Construction Group Inc in the amount of \$8,006,000.00 that includes the base bid and add alternates two (2) through four (4).

## Construction Management Services

Due to the complexities associated with the elements included in the project as well as limited staff capacity, staff has decided to contract with a professional construction manager to oversee construction of the project. To that end, staff published a Request for Proposals on June 6, 2022, to hire a construction management firm. Through the proposal and review process, Kitchell CEM, Inc. was selected to provide the services based on their experience and knowledge. Kitchell is currently providing construction management services to the City for the Landmark Square project and is performing well. Kitchell staff will work alongside and in partnership with City staff in the administration of the contract work for the project. The scope of work is comprehensive and includes tasks such as on-site quality inspection, contract administration, attending meetings, project coordination, task scheduling, reporting, and cost control among other work. Kitchell CEM will provide services as needed and as directed by the City Engineer. The contract with Kitchell CEM is for a maximum not-to-exceed amount of \$200,000 and will last the entirety of the construction contract and through project close out. Approval of this contract will allow Kitchell CEM to immediately start assisting City staff with pre-construction project administration. Funding is sufficient to cover the construction management services.

### **FISCAL IMPACT**

This project was budgeted in the 2021-2022 Community Investment Program. The project is funded by Parks Fees through the City Community Investment Program. There is sufficient funding available for the project.

### **REASON FOR RECOMMENDATION**

Marko Construction Group, Inc. is the lowest responsible bidder. Kitchell CEDM, Inc. was the selected construction management company. There are sufficient funds available to complete the project including base bid, alternates two (2) through four (4), and construction management services.

### **ACTIONS FOLLOWING APPROVAL**

1. The contracts will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City; and
2. Construction will begin approximately two (2) weeks after contract execution and be completed in three hundred sixty (360) calendar days thereafter.

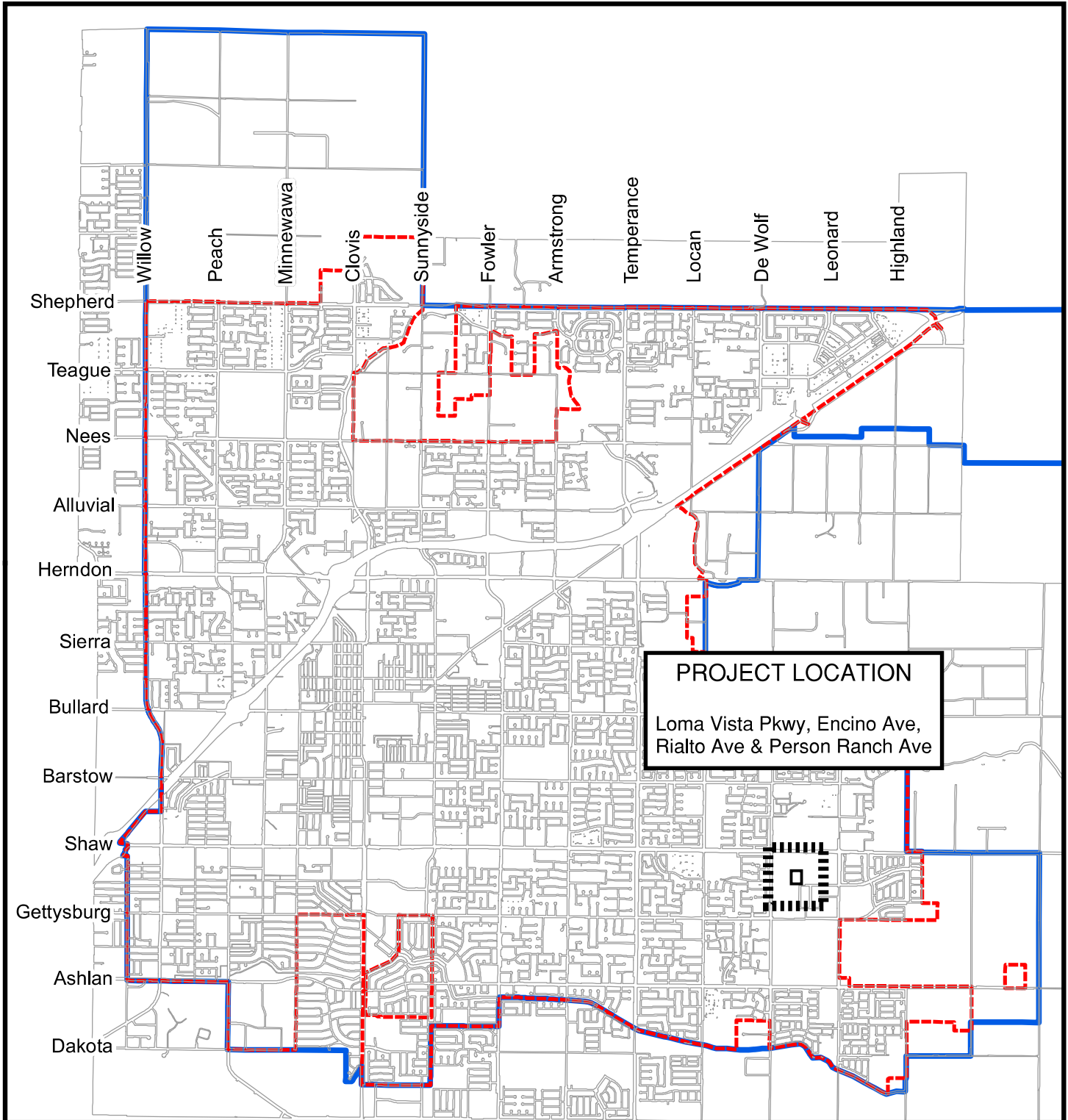
Prepared by: Jose Sandoval, Project Engineer

Reviewed by: City Manager AA



# VICINITY MAP

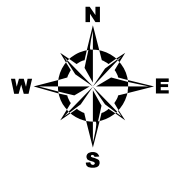
## CIP 21-02 Loma Vista Village Green



**PROJECT LOCATION**  
 Loma Vista Pkwy, Encino Ave,  
 Rialto Ave & Person Ranch Ave



### Attachment 1





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 5, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-\_\_\_\_, Final Map Tract 6404, located in the northwest area of Shaw and Highland Avenues (BN 6304 LP (Bonadelle Homes)).

ATTACHMENTS: 1. Res. 22-\_\_\_\_  
2. Vicinity Map  
3. Final Map

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to approve Res. 22-\_\_\_\_, which will:

1. Accept the offer of dedication of parcels and public utility easements within Tract 6404; and
2. Authorize the recording of the final map.

### EXECUTIVE SUMMARY

The owner, BN 6304 LP (Bonadelle Homes), acting as the subdivider, has submitted a final map. The improvement plans are being processed by City staff. The improvements to be installed include curb, gutter, sidewalk, streetlights, fire hydrants, street paving, sanitary sewer, water mains, and landscaping. The subject tract is in the northwest area of Shaw and Highland Avenues. It contains approximately 16.42 acres and consists of 100 residential units, zoned R-1-PRD.

### FISCAL IMPACT

The subdivider will be installing curb, gutter, sidewalk, fire hydrants, street paving, sanitary sewer, water mains, and landscaping, which will be perpetually maintained by the City of Clovis. For the streetlights, the City will pay for the power and PG&E will provide the maintenance.

**REASON FOR RECOMMENDATION**

The subdivision agreement has been executed by the subdivider and all development fees paid or deferred in accordance with the Municipal Code. The agreement provides for the developer to complete a technically correct map and improvement plans, and to complete all the required improvements in compliance with the conditions of approval. The improvements are adequately secured.

**ACTIONS FOLLOWING APPROVAL**

The final map will be filed with the Fresno County Recorder's office for recording.

Prepared by: Tiffany Ljuba-Silguero, Engineer I

Reviewed by: City Manager AA

**RESOLUTION 22-\_\_\_****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6404**

**WHEREAS**, a final map has been presented to the City Council of the City of Clovis for Tract 6404, by The City of Clovis, a Municipal Corporation; and

**WHEREAS**, said final tract conforms to the requirements of Chapter 2, Part 2, of Division 4 of the Business and Professions Code and to local ordinances.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Clovis as follows:

1. The final map of Tract 6404, consisting of four (4) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.
2. The subdivision improvement plans for said tract have been approved by City Staff.
3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$3,637,000.00.
4. The offer and dedication for public use of the parcels and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.
5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.
6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) of the remaining improvements to be constructed or the sum of \$3,637,000.00 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$1,819,000.00 for payment of labor and materials furnished by contractors, subcontractors, laborers and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.
7. Subdivider shall furnish a bond in the sum of \$363,700.00 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote, to wit.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_

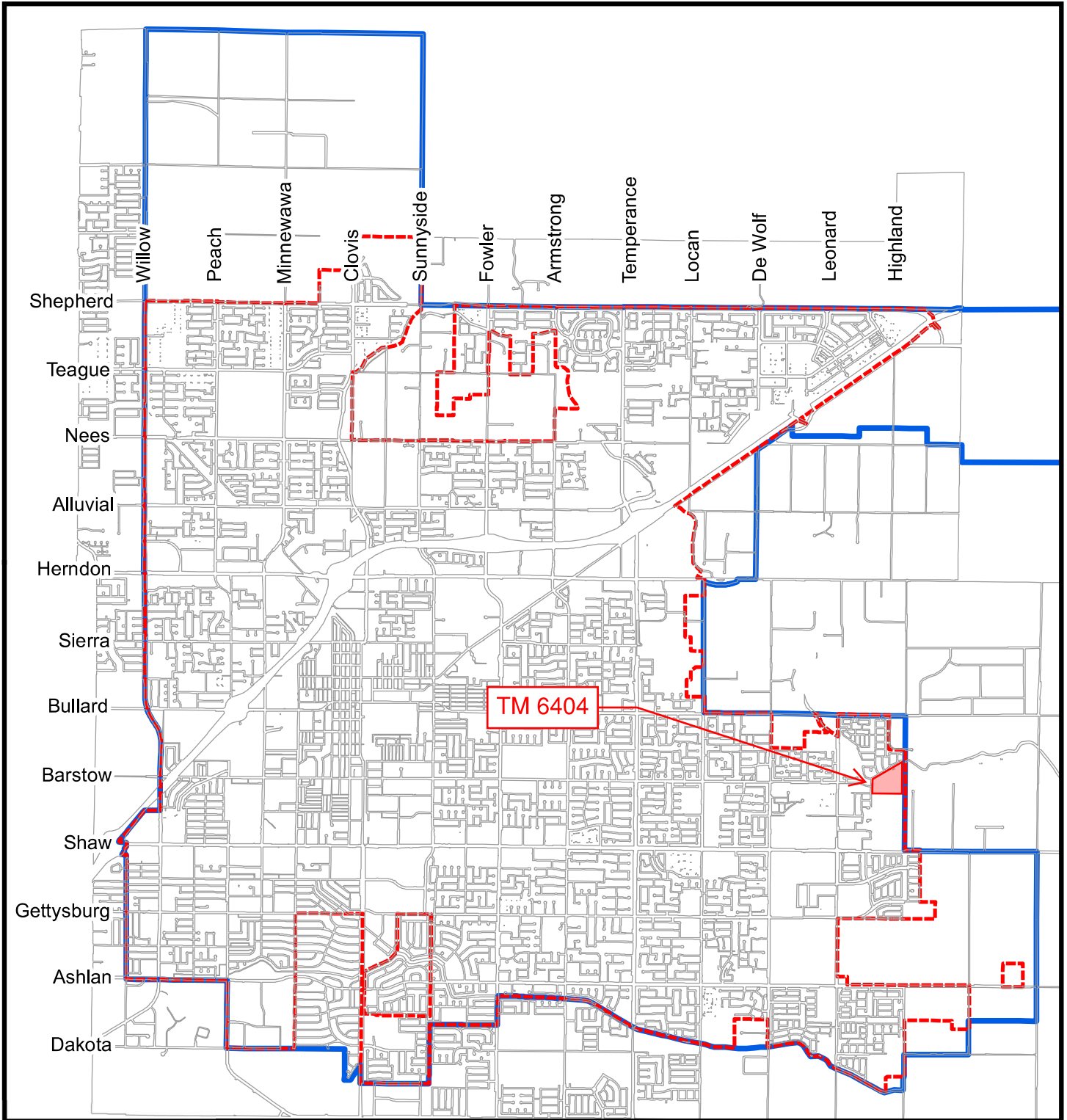
Mayor

\_\_\_\_\_

City Clerk

# VICINITY MAP

## TM 6404 (Bonadelle Homes)



### Attachment 2



SUBDIVISION MAP OF  
**TRACT NO. 6404**  
IN THE CITY OF CLOVIS, FRESNO COUNTY, CALIFORNIA  
SURVEYED AND PLATTED IN FEBRUARY, 2022 BY HARBOUR & ASSOCIATES  
CONSISTING OF 4 SHEETS  
SHEET 1 OF 4

**OWNER'S STATEMENT**

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

BN 6304 LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: BONADELLE HOMES INC., A CALIFORNIA CORPORATION,  
ITS GENERAL PARTNER

BY: \_\_\_\_\_  
JOHN A. BONADELLE, PRESIDENT

OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE

BY: \_\_\_\_\_  
LIZ SILVA, SENIOR VICE PRESIDENT

**NOTARY ACKNOWLEDGEMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 2022, BEFORE ME \_\_\_\_\_, NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_ COUNTY OF \_\_\_\_\_

COMMISSION NUMBER \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 2022, BEFORE ME \_\_\_\_\_, NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_ COUNTY OF \_\_\_\_\_

COMMISSION NUMBER \_\_\_\_\_

**LEGAL DESCRIPTION**

PARCEL C OF PARCEL MAP NO. 2020-05, ACCORDING TO THE MAP THEREOF FILED FOR RECORD DECEMBER 18, 2020 IN BOOK 76 OF PARCEL MAPS AT PAGES 44 THROUGH 47, FRESNO COUNTY RECORDS.

**THIS LAND IS SUBJECT TO THE FOLLOWING:**

1. SAID LAND LIES WITHIN THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT AND IS SUBJECT TO DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES, AS DISCLOSED BY INSTRUMENT ENTITLED "RESOLUTION NO. 1816 - THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT, RECORDED JULY 31, 1995 AS SERIES NUMBER 95092128, O.R.F.C.
2. AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE INSTRUMENT EASEMENT GRANTED TO FRESNO CANAL AND IRRIGATION COMPANY, A CORPORATION FOR CANALS AND BRANCHES RECORDED AUGUST 13, 1873 IN BOOK J OF DEEDS, PAGE 36.
3. AN EASEMENT SHOWN OR DEDICATED ON THE MAP AS REFERRED TO IN THE LEGAL DESCRIPTION FOR DOG CREEK AND FLOOD PRONE AREA PER U.S.G.S. CLOVIS QUAD 1970, AND INCIDENTAL PURPOSES, AS DISCLOSED BY THE MAP OF PARCEL MAP NO. 3021 ACCORDING TO THE MAP THEREOF FILED FOR RECORD IN BOOK 22 OF PARCEL MAPS AT PAGE 43, FRESNO COUNTY RECORDS.
4. MATTERS AS CONTAINED OR REFERRED TO IN AN INSTRUMENT ENTITLED ORDINANCE No. 490-A-1615 EXECUTED BY THE CHAIRMAN, BOARD OF SUPERVISORS DATED MARCH 8, 1977 AND RECORDED MARCH 18, 1977 IN BOOK 6759 OF OFFICIAL RECORDS, PAGE 808 UNDER RECORDER'S SERIAL NUMBER 27124.
5. ANY SPECIAL TAX WHICH IS NOW A LIEN AND THAT MY BE LEVIED WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 2004-1, A NOTICE OF WHICH WAS RECORDED AS FOLLOWS: INSTRUMENT ENTITLED; AMENDED NOTICE OF SPECIAL TAX LIEN, BY THE CITY OF CLOVIS, RECORDED MAY 7, 2021 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2021-0076112.
6. TERMS AND PROVISIONS AS CONTAINED IN AN INSTRUMENT ENTITLED, STATEMENT OF COVENANTS AND CREATION OF LIEN (GENERAL DEFERMENT OF DEVELOPMENT IMPACT FEES, PUBLIC IMPROVEMENTS AND LMD), EXECUTED BY DARLENE A. MILLHOLLIN, SOLE TRUSTEE OF THE MILLHOLLIN FAMILY TRUST DATED DECEMBER 5, 2007, RECORDED DECEMBER 18, 2020 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 20-182950.



**SURVEYOR'S STATEMENT**

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BN 6304 LP, A CALIFORNIA LIMITED PARTNERSHIP, ON FEBRUARY 1, 2022. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR AFTER THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER, THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

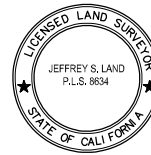
AARON D. SPRAY L.S. 9484 \_\_\_\_\_ DATE \_\_\_\_\_



**CITY ENGINEER'S STATEMENT**

I, MICHAEL J. HARRISON, CITY ENGINEER OF THE CITY OF CLOVIS, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

MICHAEL J. HARRISON, R.C.E. 60953 \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER



**CITY SURVEYOR'S STATEMENT**

I, JEFFREY S. LAND, CITY SURVEYOR OF THE CITY OF CLOVIS, HEREBY STATE THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

JEFFREY S. LAND, P.L.S. 8634 \_\_\_\_\_ DATE \_\_\_\_\_  
CITY SURVEYOR

**CITY CLERK'S STATEMENT**

I, KAREY CHA, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION ADOPTED \_\_\_\_\_ APPROVED THE WITHIN MAP AND ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

DATE \_\_\_\_\_ KAREY CHA, CITY CLERK

**RECORDER'S CERTIFICATE**

DOCUMENT NO. \_\_\_\_\_ FEE PAID \$ \_\_\_\_\_

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AT \_\_\_\_\_ M. IN

VOLUME \_\_\_\_\_ OF PLATS, AT PAGE(S) \_\_\_\_\_, FRESNO COUNTY

RECORDS, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

PAUL A. DICTOS, CPA  
FRESNO COUNTY ASSESSOR-RECORDER

BY: \_\_\_\_\_  
DEPUTY



**Harbour & Associates**  
Civil Engineers  
389 Clovis Avenue, Suite 300 • Clovis, California 93612  
(559) 325-7676 • Fax (559) 325-7699

W.O. #18-005

# TRACT NO. 6404

IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA SURVEYED AND PLATTED IN FEBRUARY, 2022 BY HARBOUR & ASSOCIATES CONSISTING OF 4 SHEETS SHEET 2 OF 4

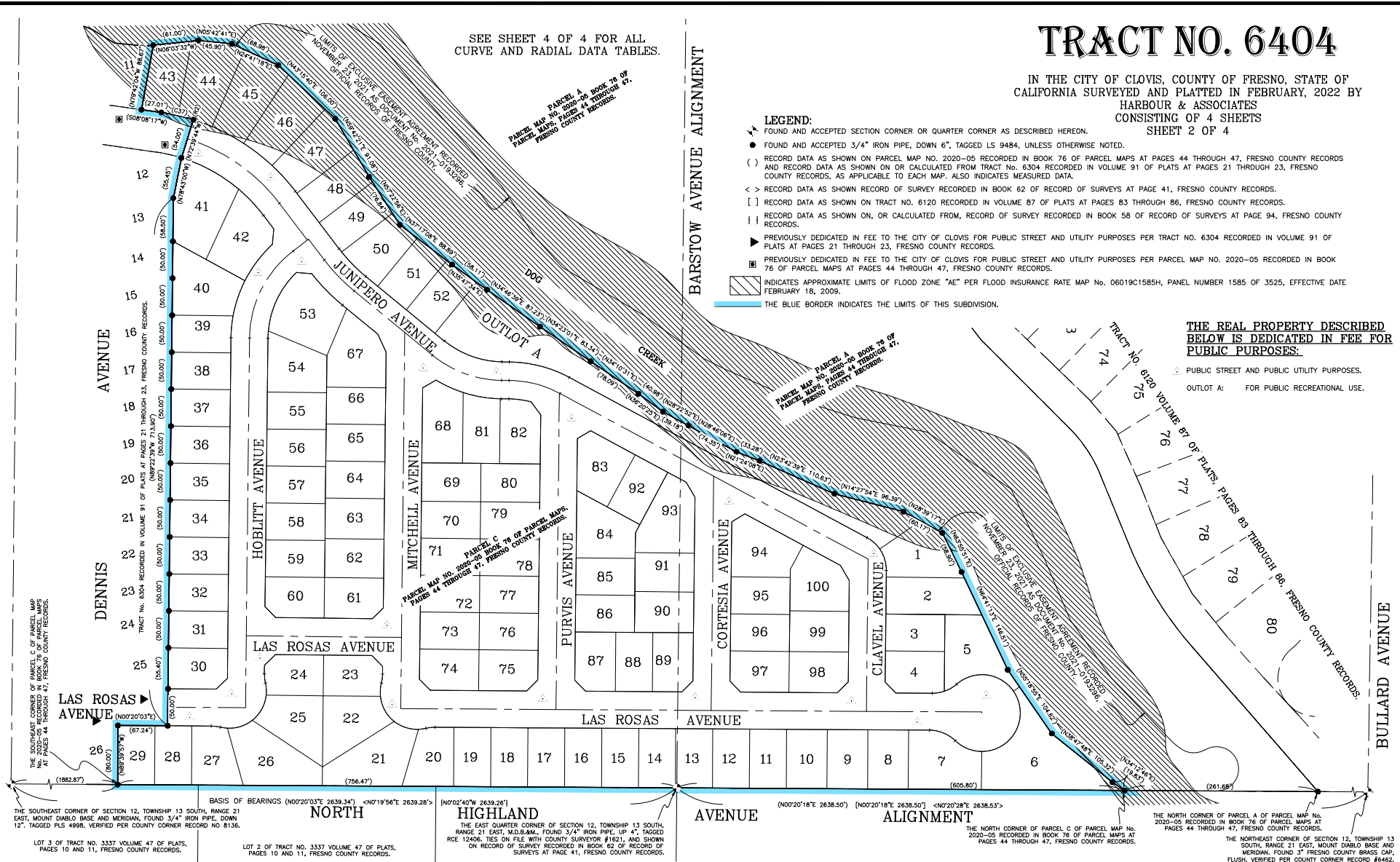
- LEGEND:**
- ▲ FOUND AND ACCEPTED SECTION CORNER OR QUARTER CORNER AS DESCRIBED HEREON.
  - FOUND AND ACCEPTED 3/4" IRON PIPE, DOWN 6", TAGGED LS 9484, UNLESS OTHERWISE NOTED.
  - ( ) RECORD DATA AS SHOWN ON PARCEL MAP NO. 2020-05 RECORDED IN BOOK 76 OF PARCEL MAPS AT PAGES 44 THROUGH 47, FRESNO COUNTY RECORDS AND RECORD DATA AS SHOWN ON OR CALCULATED FROM TRACT No. 6304 RECORDED IN VOLUME 91 OF PLATS AT PAGES 21 THROUGH 23, FRESNO COUNTY RECORDS, AS APPLICABLE TO EACH MAP, ALSO INDICATES MEASURED DATA.
  - < > RECORD DATA AS SHOWN RECORD OF SURVEY RECORDED IN BOOK 62 OF RECORD OF SURVEYS AT PAGE 41, FRESNO COUNTY RECORDS.
  - [ ] RECORD DATA AS SHOWN ON TRACT NO. 6120 RECORDED IN VOLUME 87 OF PLATS AT PAGES 83 THROUGH 86, FRESNO COUNTY RECORDS.
  - { } RECORD DATA AS SHOWN ON, OR CALCULATED FROM, RECORD OF SURVEY RECORDED IN BOOK 58 OF RECORD OF SURVEYS AT PAGE 94, FRESNO COUNTY RECORDS.
  - ▶ PREVIOUSLY DEDICATED IN FEE TO THE CITY OF CLOVIS FOR PUBLIC STREET AND UTILITY PURPOSES PER TRACT NO. 6304 RECORDED IN VOLUME 91 OF PLATS AT PAGES 21 THROUGH 23, FRESNO COUNTY RECORDS.
  - ◻ PREVIOUSLY DEDICATED IN FEE TO THE CITY OF CLOVIS FOR PUBLIC STREET AND UTILITY PURPOSES PER PARCEL MAP NO. 2020-05 RECORDED IN BOOK 76 OF PARCEL MAPS AT PAGES 44 THROUGH 47, FRESNO COUNTY RECORDS.
  - ▨ INDICATES APPROXIMATE LIMITS OF FLOOD ZONE "AE" PER FLOOD INSURANCE RATE MAP No. 06019C1585H, PANEL NUMBER 1585 OF 3525, EFFECTIVE DATE FEBRUARY 18, 2009.
  - (Blue border) THE BLUE BORDER INDICATES THE LIMITS OF THIS SUBDIVISION.

**THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:**

- PUBLIC STREET AND PUBLIC UTILITY PURPOSES.
- ◻ OUTLOT A: FOR PUBLIC RECREATIONAL USE.

SEE SHEET 4 OF 4 FOR ALL CURVE AND RADIAL DATA TABLES.

BARSTOW AVENUE ALIGNMENT



THE SOUTHWEST CORNER OF PARCEL C OF PARCEL MAP NO. 2020-05 RECORDED IN BOOK 76 OF PARCEL MAPS AT PAGES 44 THROUGH 47, FRESNO COUNTY RECORDS.

THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, FOUND 3/4" IRON PIPE, DOWN 12", TAGGED PLS 4998, VERIFIED PER COUNTY CORNER RECORD NO 8136.

LOT 3 OF TRACT NO. 3337 VOLUME 47 OF PLATS, PAGES 10 AND 11, FRESNO COUNTY RECORDS.

LOT 2 OF TRACT NO. 3337 VOLUME 47 OF PLATS, PAGES 10 AND 11, FRESNO COUNTY RECORDS.

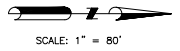
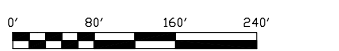
LOT 1 OF TRACT NO. 3337 VOLUME 47 OF PLATS, PAGES 10 AND 11, FRESNO COUNTY RECORDS.

**BASIS OF BEARINGS:**  
 THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 21 EAST, M.D.B.&M., WAS TAKEN TO BE NORTH 00°20'03" EAST, AS SHOWN ON PARCEL MAP NO. 2020-05 RECORDED IN BOOK 76 OF PARCEL MAPS AT PAGES 44 THROUGH 47, FRESNO COUNTY RECORDS.

**NOTES:**  
 1. 3/4" X 30" IRON PIPE, DOWN 0.5", TAGGED PLS 9484 SET AT ALL LOT CORNERS, BLOCK CORNERS AND BEGINNING AND ENDING OF ALL CURVES, OR WILL BE SET WITHIN ONE YEAR OR ANY APPROVED EXTENSION THEREOF, WITH THE EXCEPTION OF THE CENTERLINE OF THE ENTERPRISE CANAL.  
 2. DISTANCES NOT MONUMENTED ARE CALCULATED.

THE NORTH CORNER OF PARCEL A OF PARCEL MAP NO. 2020-05 RECORDED IN BOOK 76 OF PARCEL MAPS AT PAGES 44 THROUGH 47, FRESNO COUNTY RECORDS.

THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, FOUND 3" FRESNO COUNTY BRASS CAP, FLUSH, VERIFIED PER COUNTY CORNER RECORD #6462.



SCALE: 1" = 80'

**Harbour & Associates**  
 Civil Engineers  
 388 CLOVIS AVENUE # 300 • Clovis, California 93612  
 (505) 325-7878 • Fax: (505) 325-7888 • www.harbourandassociates.com




# TRACT NO. 6404

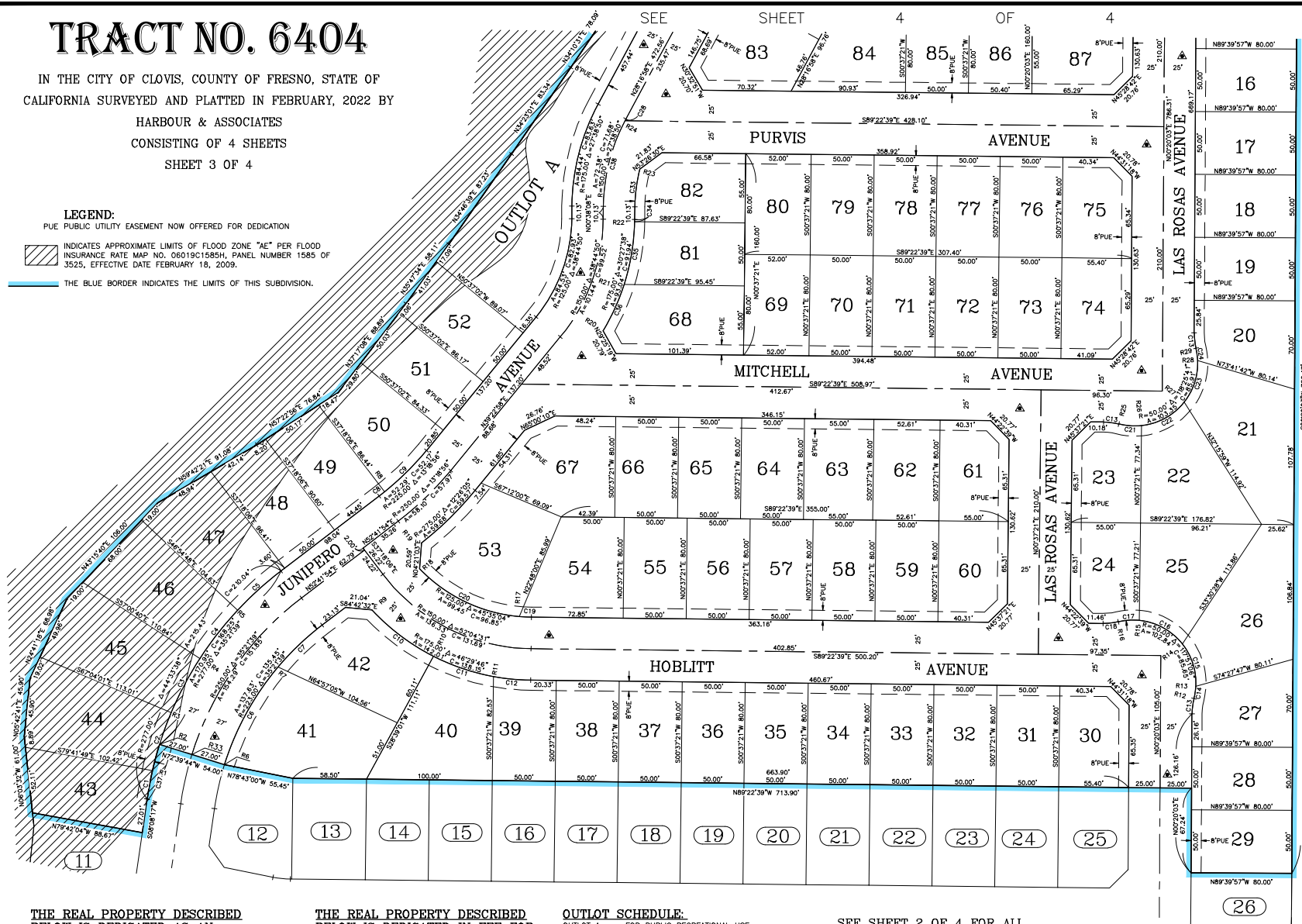
IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA SURVEYED AND PLATTED IN FEBRUARY, 2022 BY HARBOUR & ASSOCIATES CONSISTING OF 4 SHEETS SHEET 3 OF 4

**LEGEND:**

PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION

 INDICATES APPROXIMATE LIMITS OF FLOOD ZONE "AE" PER FLOOD INSURANCE RATE MAP NO. 06019C1585H, PANEL NUMBER 1585 OF 3525, EFFECTIVE DATE FEBRUARY 18, 2009.

 THE BLUE BORDER INDICATES THE LIMITS OF THIS SUBDIVISION.



**THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:**

PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION.

**THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:**

▲ PUBLIC STREET AND PUBLIC UTILITY PURPOSES.

OUTLOT A: FOR PUBLIC RECREATIONAL USE.

**OUTLOT SCHEDULE:**

OUTLOT A: FOR PUBLIC RECREATIONAL USE.

SEE SHEET 2 OF 4 FOR ALL BOUNDARY AND RECORD DATA.

SEE SHEET 4 OF 4 FOR ALL CURVE AND RADIAL DATA TABLES.



**Harbour & Associates**  
Civil Engineers  
388 CLOVIS AVENUE # 300 • Clovis, California 93218  
(559) 325-7272 • Fax: (559) 325-7288 • mail@h-a-engineers.com

# TRACT NO. 6404

IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA SURVEYED AND PLATTED IN FEBRUARY, 2022 BY HARBOUR & ASSOCIATES CONSISTING OF 4 SHEETS SHEET 4 OF 4

**LEGEND:**

PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION

INDICATES APPROXIMATE LIMITS OF FLOOD ZONE "AE" PER FLOOD INSURANCE RATE MAP NO. 06019C1585H, PANEL NUMBER 1585 OF 3525, EFFECTIVE DATE FEBRUARY 18, 2009.

THE BLUE BORDER INDICATES THE LIMITS OF THIS SUBDIVISION.

**OUTLET SCHEDULE:**

OUTLET A: FOR PUBLIC RECREATIONAL USE.

**THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:**

PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION.

**THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:**

▲ PUBLIC STREET AND PUBLIC UTILITY PURPOSES.

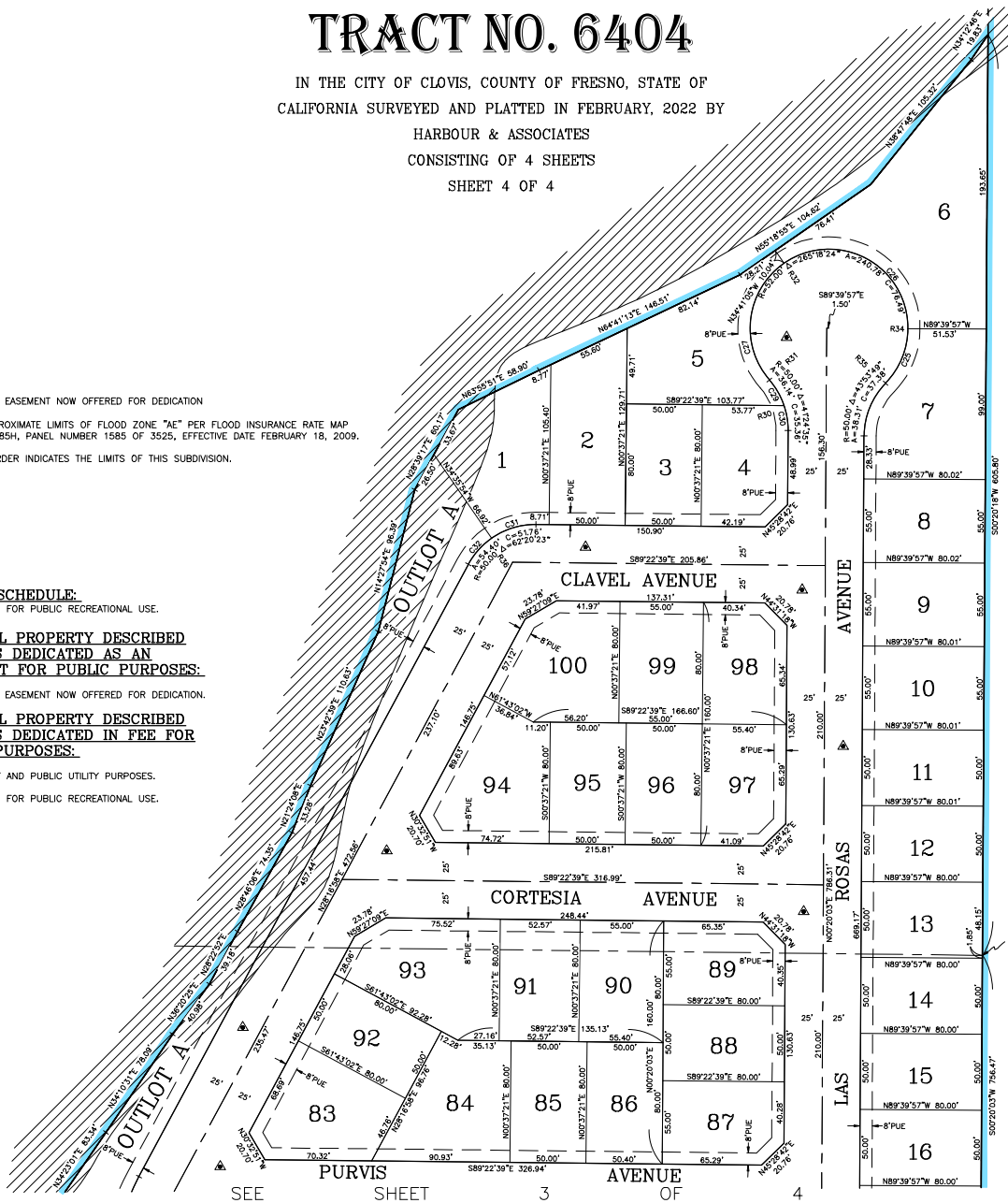
OUTLET A: FOR PUBLIC RECREATIONAL USE.

**RADIAL DATA:**

RADIAL NUMBER	RADIAL BEARING	RADIUS
R1	N77°06'09"W	277.00'
R2	N72°39'44"W	277.00'
R3	N67°04'29"W	277.00'
R4	N5°20'40"W	277.00'
R5	N46°54'48"W	277.00'
R6	N72°39'44"W	277.00'
R7	N49°48'47"W	223.00'
R8	S38°42'57"E	225.00'
R9	S47°07'07"W	175.00'
R10	S26°53'42"W	175.00'
R11	S10°23'03"W	175.00'
R12	S75°35'45"E	50.00'
R13	S86°56'09"E	50.00'
R14	N51°44'36"E	50.00'
R15	N05°49'54"E	50.00'
R16	N13°26'51"W	50.00'
R17	S05°01'49"W	125.00'
R18	S46°12'25"W	125.00'
R19	S38°10'56"E	275.00'
R20	S58°54'14"E	175.00'
R21	S72°10'41"E	175.00'
R22	S88°48'19"E	175.00'
R23	N75°29'32"W	175.00'
R24	N62°20'16"W	150.00'
R25	S14°41'32"W	50.00'
R26	S06°03'51"E	50.00'
R27	S51°47'22"E	50.00'
R28	N87°49'04"E	50.00'
R29	N76°15'52"E	50.00'
R30	N71°17'59"E	50.00'
R31	S48°55'29"W	52.00'
R32	S34°40'46"E	52.00'
R33	N72°39'44"W	250.00'
R34	S89°36'28"E	52.00'
R35	S45°46'08"E	52.00'
R36	N34°51'38"W	50.00'

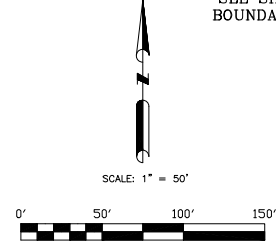
**CURVE DATA:**

CURVE NUMBER	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH
C1	4°45'34"	277.00'	23.01'	23.00'
C2	10°01'41"	277.00'	48.48'	48.42'
C3	10°03'49"	277.00'	48.65'	48.59'
C4	10°05'52"	277.00'	48.82'	48.76'
C5	9°36'42"	277.00'	46.47'	46.41'
C6	2°52'58"	223.00'	89.06'	88.47'
C7	12°28'41"	223.00'	46.57'	46.47'
C8	1°24'51"	225.00'	5.55'	5.55'
C9	11°54'05"	225.00'	46.74'	46.65'
C10	20°13'25"	175.00'	61.77'	61.45'
C11	16°30'58"	175.00'	50.45'	50.25'
C12	9°45'43"	175.00'	29.82'	29.78'
C13	14°04'12"	50.00'	12.28'	12.25'
C14	11°20'23"	50.00'	9.90'	9.88'
C15	41°19'14"	50.00'	36.06'	35.28'
C16	45°54'44"	50.00'	40.07'	39.00'
C17	19°18'45"	50.00'	16.62'	16.74'
C18	14°04'12"	50.00'	12.28'	12.25'
C19	4°24'28"	125.00'	9.62'	9.61'
C20	41°10'56"	125.00'	89.83'	87.91'
C21	20°45'04"	50.00'	18.11'	18.01'
C22	45°43'50"	50.00'	39.91'	38.86'
C23	40°33'54"	50.00'	35.23'	34.52'
C24	11°53'12"	50.00'	10.08'	10.07'
C25	43°50'21"	52.00'	39.79'	38.82'
C26	12°04'18"	52.00'	113.51'	92.28'
C27	88°23'45"	52.00'	87.48'	77.45'
C28	0°37'14"	150.00'	1.62'	1.62'
C29	22°22'51"	50.00'	19.55'	19.40'
C30	18°02'04"	50.00'	19.61'	19.53'
C31	35°28'59"	50.00'	30.96'	30.47'
C32	28°51'54"	50.00'	23.44'	23.22'
C33	13°52'00"	175.00'	30.28'	30.19'
C34	0°33'52"	175.00'	1.71'	1.71'
C35	16°37'39"	175.00'	50.79'	50.61'
C36	13°16'27"	175.00'	40.54'	40.45'
C37	9°11'59"	277.00'	44.48'	44.43'
C38	27°01'36"	150.00'	70.76'	70.10'



THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT Diablo BASE AND MERIDIAN.

SEE SHEET 2 OF 4 FOR ALL BOUNDARY AND RECORD DATA.



**Harbour & Associates**  
Civil Engineers  
388 CLOVIS AVENUE # 300 • Clovis, California 93212  
(559) 325-7070 • Fax: (559) 325-7088 • mail@hpaengineers.com



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 5, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-\_\_\_\_, Annexation of Proposed Tract 6404, located in the northwest area of Shaw and Highland Avenues to the Landscape Maintenance District No. 1 of the City of Clovis (BN 6304 LP (Bonadelle Homes)).

ATTACHMENTS: 1. Res. 22-\_\_\_\_

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

For the City Council to approve Res. 22-\_\_\_\_, which will annex proposed Tract 6404, located in the northwest area of Shaw and Highland Avenues to the Landscape Maintenance District (LMD) No. 1 of the City of Clovis.

### **EXECUTIVE SUMMARY**

The owner, BN 6304 LP (Bonadelle Homes), acting as the subdivider, has requested to be annexed to the LMD No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tentative Tract 6304.

### **BACKGROUND**

BN 6304 LP (Bonadelle Homes), the developer of Tract 6404, has executed a covenant that this development be annexed to the City of Clovis, LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

Under the provisions of the Landscaping and Lighting Act of 1972 and in accordance with Article XIII C and Article XIII D of Proposition 218, all the owners of property proposed for annexation have provided a written request and consent to annexation and have executed a covenant (petition) indicating acceptance of the annual assessment.

**FISCAL IMPACT**

This project will add landscaping to the LMD No. 1 of the City of Clovis shown as follows:

	<u>Tract 6404</u>	<u>Year to Date</u>
LMD Landscaping added:	0.643 acres	8.785 acres
Resource needs added:	0.064 persons	0.878 persons

The resource needs estimate is based on 1 person per 10 acres of landscaped area.

**REASON FOR RECOMMENDATION**

The property owners for the subject tract have requested annexation into the City of Clovis LMD No. 1.

**ACTIONS FOLLOWING APPROVAL**

Tract 6404 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: Tiffany Ljuba-Silguero, Engineer I

Reviewed by: City Manager AA

**RESOLUTION 22-\_\_\_**

**RESOLUTION OF THE COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA,  
APPROVING ANNEXATION TO LANDSCAPING MAINTENANCE DISTRICT NO. 1 OF  
THE CITY OF CLOVIS**

**WHEREAS**, City of Clovis Landscape Maintenance District No. 1 ("District") was formed by Resolution No. 85-78, adopted July 15, 1985, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

**WHEREAS**, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6404, as described in Attachment "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, as follows:

1. That the public interest and convenience require that certain property described in Attachment A attached hereto and by reference incorporated herein be annexed into Landscape Maintenance District No. 1 of the City of Clovis for the maintenance and servicing of landscaping facilities.
2. The City Clerk shall receive and file the maps showing the boundaries of the areas annexed as set forth in Attachment A which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote, to wit.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## ATTACHMENT A

### Legal Description

Lots 1 through 100, inclusive, of Tract Map 6404 recorded in Volume \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ through \_\_\_\_\_, Fresno County Records.



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: July 5, 2022

SUBJECT: Consider Approval – Res. 22-\_\_\_\_, Adoption of a Resolution Amending the 2019-2020 Action Plan and the 2016-2020 Consolidated Plan; and Consider Approval – Res. 22-\_\_\_\_, Amending the FY 2022-2023 Housing and Community Development Budget, to increase funding by \$201,848 for the expenditure of Community Development Block Grant – Coronavirus (CDBG-CV) funds.

**Staff:** Claudia Cazares, Management Analyst

**Recommendation:** Approve

ATTACHMENTS: 1. Resolution – Substantial Amendment to the 2019-2020 Action Plan and the 2016-2020 Consolidated Plan  
2. Resolution – Budget Amendment

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

Consider adopting the substantial amendment to the 2019-2020 Action Plan and the 2016-2020 Consolidated Plan; and Amending the FY 2022-2023 Housing and Community Development Budget to increase funding by \$201,848 for the expenditure of Community Development Block Grant – Coronavirus (CDBG-CV) funds for an Emergency Utility Payments Program.

### EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development (HUD) recently provided the City an additional allocation of Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding through the CDBG-CV Program, in the amount of \$201,848. To utilize the funding, HUD requires the City to amend the Action Plan and Consolidated Plan to identify the use of these additional CDBG-CV funds. Staff proposes to utilize the CDBG-CV funds to implement an Emergency Utility Payments Program for low-income residents impacted by COVID to pay for City water, sewer, and refuse charges (including those in arrears).

**BACKGROUND**

The CARES Act funding was enacted nationally on March 27, 2020 by Public Law 116-136, to respond to the growing effects of the public health crisis caused by the coronavirus. Several grantees did not apply for the funding, or otherwise declined their awards. HUD has reallocated the remaining funds to grantees that previously demonstrated capacity to quickly expend CDBG-CV funds, including the City of Clovis. Therefore, HUD allocated a total of \$201,848 in CDBG-CV funds to the City to prevent, prepare for, and respond to the coronavirus.

Staff reviewed the eligible activities and is proposing Council approve the Emergency Utility Payment Program for the use of the CDBG-CV funds, as follows:

Emergency Utility Payment-	
Water/Sewer/Refuse/Street Sweeping:	\$161,480
Administration:	\$40,368
<u>Total:</u>	<u>\$201,848</u>

The City of Clovis' Emergency Utility Payment Program, would provide low-income households with grant funds for emergency water, sewer, refuse and street sweeping, City accounts, that are in arrears, due to an adverse financial impact as a result of a coronavirus. City staff will operate the program, including outreach, application intake, program and income qualification and payment processing. Funds will be directed directly towards to the applicant's account and will not be provided directly to the family.

Over the last two years, the coronavirus health crisis disproportionately affected the City's lower income households. Not only were health disparities witnessed but access to healthy food was impacted, there was a lack of available basic needs products, and service sector jobs were unavailable. These adverse impacts caused many families to make the difficult choice between feeding their families and paying their mortgages, rent, and utility bills.

As a result, the City's public utilities services were impacted by skipped payments, late payments, and partial payments. A total of 2,865 residential customers have some amount of past due billing, totaling approximately \$1.4 million in arrears. Of these, 511 residential customers live within the general area of the City's CDBG-eligible low-mod areas. Currently, past due accounts in the low-mod areas account for approximately \$288,086 in fees due.

City staff anticipates assisting approximately 80-100 of these families. The program's goal is to alleviate the burden on the City's lower income households, get them current and thereby assist them to remain compliant customers.

To implement this program with the newly re-allocated CDBG-CV funds, HUD requires the City to amend the Consolidated Plan and Action plan to include the CDBG-CV funds and the proposed use of the grant. Approval of the Substantial Amendment to the 2019-2020 Action Plan and the 2016-2020 Consolidated Plan meets that requirement. The Amendment was noticed in the Business Journal, the City's website, and the City's social media sites on June 27, 2022, for a five-day public review and comment period, also as required by HUD and indicated by the City's Citizen Participation Plan. Any public comments received during the comment period will



be presented to Council at this public hearing and included in the Amendment Document. In order to expend these funds, a budget amendment is also being requested to increase the FY 2022-2023 Housing and Community Development Budget by \$201,848.

**FISCAL IMPACT**

A total of \$201,848 in CDBG-CV funds will be made available for use in the proposed Clovis Emergency Utility Payment Program. Adoption of the proposed budget amendment will allow funds in the amount of \$201,848 to be available for expenditure in the 2022-2023 fiscal year. There is no impact to the General Fund Budget.


**REASON FOR RECOMMENDATION**

To provide needed assistance to lower-income City residents through a HUD funded Emergency Utility Payment Program.

**ACTIONS FOLLOWING APPROVAL**

Staff will submit the amendment to the 2019-2020 Action Plan and 2016-2020 Consolidated Plan to HUD, and prepare program materials for implementation.

Prepared by: Claudia Cázares, Management Analyst

Reviewed by: City Manager 

RESOLUTION NO. 22-\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
ADOPTING THE SUBSTANTIAL AMENDMENT TO THE 2019-2020 CDBG ANNUAL  
ACTION PLAN AND THE 2016-2020 CONSOLIDATED PLAN

**WHEREAS**, the City Council of the City of Clovis is a U. S. Department of Housing and Urban Development (HUD) entitlement city for the purpose of receiving Community Development Block Grant funds; and

**WHEREAS**, HUD has provided the City of Clovis a re-allocation of Community Development Block Grant – Coronavirus (CDBG-CV) funds in the amount of \$201,848.00 to assist in alleviating the effects of the coronavirus; and

**WHEREAS**, HUD requires the City of Clovis to amend its 2019-20 Annual Action Plan and 2016-2020 Consolidated Plan to identify projects and/or activities to be funded using CDBG-CV funds; and

**WHEREAS**, the City proposes to utilize the CDBG-CV funds to administer an Emergency Utility Payment Program for low-income families to pay City utility bills in arrears.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Clovis approves and adopts the Substantial Amendment to the 2019-2020 Annual Action Plan and the 2016-2020 Consolidated Plan.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regularly meeting of the Clovis City Council held on July 5, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

RESOLUTION 22-\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING AN AMENDMENT TO THE ANNUAL BUDGET FOR  
FISCAL YEAR 2022-2023

**WHEREAS**, the City Council adopted the FY 2022-2023 budget on June 13, 2022;  
and

**WHEREAS**, through the federal CARES Act, the City of Clovis has received an additional \$201,848 allocation of Community Development Block Grant funds in response to the COVID-19 outbreak (CDBG-CV); and

**WHEREAS**, these revenues and expenditures were not included in the original adopted budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis approves the budget amendment as shown in the “Summary of Expenditures/Revenues by Department” and “Summary of Expenditures/Revenues by Fund” as attached as Attachment A.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regularly meeting of the Clovis City Council held on July 5, 2022, by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**ATTACHMENT A**

**SUMMARY OF EXPENDITURES BY DEPARTMENT**

**HOUSING AND COMMUNITY DEVELOPMENT**

CDBG-CV	<u>\$201,848.00</u>
TOTAL DEPARTMENT	\$201,848.00
<b>TOTAL ALL DEPARTMENTS</b>	<b>\$201,848.00</b>

**SUMMARY OF EXPENDITURES BY FUND**

Housing and Community Development	<u>\$201,848.00</u>
TOTAL DEPARTMENT	\$201,848.00

**SUMMARY OF REVENUES BY DEPARTMENT**

**HOUSING AND COMMUNITY DEVELOPMENT**

Housing and Community Development	<u>\$201,848.00</u>
TOTAL DEPARTMENT	\$201,848.00

**SUMMARY OF REVENUES BY FUND**

Housing and Community Development	<u>\$201,848.00</u>
TOTAL DEPARTMENT	\$201,848.00



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 5, 2022

SUBJECT: Conduct a Public Hearing and Consider Approval - Res. 22-\_\_\_\_, A Resolution Declaring the Results of the Property Owner Protest Balloting Proceedings and Approving the Engineer's Report for Assessment District 95-1 (Blackhorse Estates) Confirming the Assessments for the 2022-23 Fiscal Year.

**Staff:** Sean Smith, Supervising Civil Engineer

**Recommendation:** Approve

ATTACHMENTS: 1. Res. 22-\_\_\_\_  
2. FY 2022-23 Engineer's Report

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to:

1. Conduct a Public Hearing regarding the proposed assessment increase in the maximum assessment for Benefit Area 2 (Country View Neighborhood) beginning with Fiscal Year (FY) 2022-23 for the City of Clovis Benefit Assessment District 95-1 (Blackhorse Estates) pursuant to Proposition 218; and
2. At the conclusion of the public testimony, request any remaining property owner ballots be delivered to the City Clerk, declare the balloting period closed, and any ballots received after that time shall be invalid and not counted; and
3. Declare the assessment ballots will be tabulated; and
4. Approve the Resolution declaring the results of the property owner protest balloting proceedings pursuant to Proposition 218 and approving the FY 2022-23 Engineer's report for Assessment District 95-1 confirming the assessments for FY 2022-23.

**EXECUTIVE SUMMARY**

On May 1, 1995, the City Council of the City of Clovis approved Resolution No. 95-42, forming the maintenance Assessment District (AD) 95-1 (the "District") within Tract 4299A, comprised of the Blackhorse Estates development. Blackhorse Estates is divided into two areas, Area 1 has 45 homes and is known as the Renaissance neighborhood and Area 2 has 81 homes and is known as the Country View neighborhood, for a total of 126 homes. Each Area is a gated community where each home is assessed an annual amount to pay for maintenance of the street and landscaping facilities, including sidewalks, curbs and gutters, pavement, valley gutters, entrance control gates, median island landscaping, drainage inlets and streetlights benefitting the homes within the District.

Last year, a Proposition 218 vote was conducted in both Benefit areas but only passed in Benefit Area 1 (Renaissance neighborhood). For area 2, the expenses currently exceed the revenues received from the assessments. With costs in general on the rise, this is unsustainable and does not provide funding for any future capital projects. Therefore, it is staff's recommendation to increase rates by \$129.00 per year, per home to keep up with basic area maintenance as well as build back up a fund reserve for any future capital projects. Any increase in assessments requires a Proposition 218 vote of the property owners. Staff has sent out notice of the vote along with the ballots and is requesting approval of a resolution declaring the results of the balloting proceedings and approving the FY 2022-23 Engineer's report for Assessment District 95-1.

**BACKGROUND**

The District is comprised of the parcels within a gated community located at the southeast corner of Alluvial and Minnewawa Avenues. It was created under the provisions of the Benefit Assessment Act of 1982 to provide for the maintenance of sidewalks, curbs and gutters, pavement, valley gutters, entrance control gates, median islands, and median island landscaping, drainage inlets, and streetlights within the District. The maintenance activities are managed through a contract with Regency Property Management, a real estate management firm.

The purpose of the District is to provide all the necessary street maintenance activities within the tract including gated entries and exits. All maintenance within the District is performed on a contractual basis, utilizing private contractors and funds collected by the area assessments. All administrative coordination is performed by Regency Property Management which is contracted by the City on behalf of the District and funded from the collection of area assessments.

The City and Regency Property Management identified in FY 2020-21 that both benefit areas were in need of a slurry seal to preserve and prolong the life of the street pavement. No preventative maintenance had been performed on these streets prior to the City's slurry seal in June 2022 in either Benefit Area.

Last year, a Proposition 218 vote was held for both benefit areas. The property owners within Benefit Area 1 passed the increased assessment but the property owners within Benefit Area 2 did not. Because the expenses within Benefit Area 2 exceed the revenues, staff is recommending that a Proposition 218 proceeding again be conducted this year. If the property

owners vote for the annual assessment increase of \$129.00 per home per year, the annual revenues will be sufficient to continue to perform the needed maintenance and build a reserve for future larger maintenance activities such as a slurry seal.

The financial reserves in both benefit areas were used to fund the street maintenance work that just concluded in June 2022. Benefit Area 1 has a positive cash flow that will need to be reevaluated in upcoming years. Benefit Area 2 does not have a sustainable budget, but with the increase in annual assessments, reserves for the next street maintenance project would be able to be built back up in a reasonable amount of time.

If a Proposition 218 vote to increase the annual assessments for Benefit Area 2 is not successful, staff would work with Francisco & Associates as well as Regency Property Management to determine the best course of action to cut costs. In this scenario, the level of services and maintenance provided is likely to be noticeably reduced.

For benefit area 1 (Renaissance), the fund balance was substantially depleted due to the higher than expected cost for the slurry seal. Though the revenues exceed the expenses in this zone, the budget will have to be watched closely to make sure costs are contained within the budget. This may mean a reduction in service in this area in the near term and may mean that another adjustment in assessment rates may be needed in the next couple of years, especially if the cost of services continues to grow.

#### **FISCAL IMPACT**

There is no fiscal impact to the City.

Should the Proposition 218 vote pass for Benefit Area 2, assessment rates will increase by \$129.00 per year, per home.

Should the Proposition 218 vote not pass, the Area 2 would be able to sustain and perform routine maintenance for a limited period of time by using its fund balance, but this cannot be sustained for an extended period and there would be no provision for future street maintenance. Without an increase in the assessments, the streets would relatively soon need to revert back to the City and the City would be responsible for the maintenance and upkeep.

#### **REASON FOR RECOMMENDATION**

The current fund balance for Benefit Area 2 (Country View) will be depleted at the current rate of collected assessments. In order to maintain the current level of service, assessment rates will need to increase to match the cost to maintain that service offering.

In addition, without an increase in assessments, the area will not have the cash flow to fund any future capital projects.

#### **ACTIONS FOLLOWING APPROVAL**

If the assessment rate for Benefit Area 2 increase passes, the City will work with the District consultant to get the attached Engineer's Report signed and recorded with the County Tax Auditor to levy the increased AD 95-1 assessments for FY 2022-23.

If the assessment rate for Benefit Area 2 increase does not pass, the City will work with the District consultant to update the attached Engineer's Report with the proper assessment rates before getting it signed and recorded with the County Tax Auditor to levy the AD 95-1 assessments for FY 2022-23. The decision to remove gates and revert to public streets can be deferred until next year.

Prepared by: Sean Smith, Supervising Civil Engineer / Tatiana Partain, Staff Analyst

Reviewed by: City Manager JA



**RESOLUTION 22-\_\_\_\_****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA, DECLARING THE RESULTS OF THE PROPERTY OWNER PROTEST BALLOTING PROCEEDINGS FOR BENEFIT AREA II (COUNTRY VIEW NEIGHBORHOOD) AND APPROVING THE ENGINEER'S REPORT FOR BENEFIT ASSESSMENT DISTRICT 95-1 (BLACKHORSE ESTATES) CONFIRMING THE ASSESSMENTS FOR FISCAL YEAR 2022-2023**

**WHEREAS**, on May 1, 1995, the City Council approved Resolution 95-42 creating Assessment District 95-1 in Tract 4299A; and

**WHEREAS**, an Engineer's Report, a copy of which is on file with the City Clerk, has been prepared, evaluating the costs of maintenance in Assessment District 95-1 for the 2022-2023 fiscal year; and

**WHEREAS**, Benefit Area I of Assessment District 95-1 consists of the Renaissance neighborhood which accesses Minnewawa Avenue as shown on the attached Attachment A; and

**WHEREAS**, Benefit Area II of Assessment District 95-1 consists of the Country View neighborhood which accesses Alluvial Avenue as shown on the attached Attachment A; and

**WHEREAS**, the Engineer's Report sets forth the proposed 2022-2023 fiscal year assessments for each benefit area within Assessment District 95-1; and

**WHEREAS**, City staff is proposing increases to the assessments for Benefit Area II commencing with FY 2022-23; and

**WHEREAS**, City staff has reviewed and concurs with the Engineer's Report; and

**WHEREAS**, a notice of the proposed assessment increases, including an assessment ballot, was provided to the record owners in Benefit Area II (Country View Neighborhood) in Assessment District 95-1 as required by Government Code section 53753; and

**WHEREAS**, the Clovis City Council conducted a public hearing on July 5, 2022 in accordance with law and the notice provided the property owners in Assessment District 95-1, and all objections or protests, if any, and all written and oral testimony submitted by interested persons, if any, to the proposed assessment having been duly considered; and

**WHEREAS**, the City Clerk has tabulated all assessment ballots submitted in favor of and in opposition to the proposed assessment increases for each benefit area within

Assessment District 95-1, and certified the following results: \_\_\_ in favor and \_\_\_ opposed to the proposed assessment increase in Benefit Area II.

**NOW, THEREFORE, IT IS RESOLVED AND ORDERED**, as follows:

- 1. The recitals above are true and made a substantive part of this resolution; and
- 2. The Engineer's Report, in the form on file with the City Clerk or as amended per the results of the property owner protest balloting proceedings, is hereby accepted and approved; and

City staff is hereby directed to provide the County Auditor with the assessments to be collected on behalf of Assessment District 95-1 for FY 2022-23.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 5, 2022, by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk





# CITY OF CLOVIS BENEFIT ASSESSMENT DISTRICT NO. 95-1



**Fiscal Year 2022-23  
Final Engineer's Report**

July 5, 2022

Prepared by:

Francisco & Associates  
231 Market Place, Suite 543  
San Ramon, CA 94583  
(925) 867-4440

	Page No.
Agency Directory .....	ii
Certificates .....	iii
SECTION I Introduction .....	1
SECTION II Engineer’s Report.....	3
Part A - Plans and Specifications.....	5
Part B - Estimate of Cost.....	6
Table 1 – Cost Estimate Benefit Area I (Renaissance) .....	7
Table 2 – Cost Estimate Benefit Area II (Country View) .....	8
Part C - Assessment District Diagram .....	9
Part D - Method of Apportionment of Assessment.....	11
Part E - Property List and Assessment Roll .....	14
Appendix A - Detailed Statement of Costs for Benefit Area I (Renaissance)	
Appendix B - Detailed Statement of Costs for Benefit Area II (Country View)	
Appendix C - Assessment Roll	

CITY OF CLOVIS  
CITY COUNCIL MEMBERS AND CITY STAFF

FISCAL YEAR 2022-23

City Council Members

Jose Flores  
Mayor

Lynne Ashbeck  
Mayor Pro-Tem

Drew Bessinger  
Council Member

Bob Whalen  
Council Member

Vong Mouanoutoua  
Council Member

City Staff Members

John Holt  
City Manager

Scott Cross  
City Attorney

Karey Cha  
City Clerk

Jay Schengel  
Finance Director

Mike Harrison  
City Engineer


Sean Smith  
Supervising Civil Engineer

*Francisco & Associates*  
Assessment Engineer

ENGINEER'S REPORT  
CITY OF CLOVIS  
ENGINEER'S REPORT FOR THE CITY'S  
BENEFIT ASSESSMENT DISTRICT NO. 95-1

Fiscal Year 2022-23

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Clovis City Council pursuant to the provisions of the Benefit Assessment Act of 1982, Article XIII C and XIII D of the California Constitution and pursuant to the Charter and Municipal Code of the City of Clovis. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: June 27, 2022 By:   
Eduardo Espinoza, P.E.  
RCE # 40688

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram, thereto attached, was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Karey Cha, City Clerk  
City of Clovis  
Fresno County, California

By: \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram, thereto attached, was approved and confirmed by the Council of the City of Clovis, Fresno County, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by adoption of Resolution No. \_\_\_\_\_.

Karey Cha, City Clerk  
City of Clovis  
Fresno County, California

By: \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram, thereto attached, was filed in my office in the County of Fresno, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Oscar J. Garcia, CPA, Auditor  
Fresno County, California

By: \_\_\_\_\_

SECTION I

INTRODUCTION  
ENGINEER'S REPORT

CITY OF CLOVIS  
ENGINEER'S REPORT FOR THE CITY'S  
BENEFIT ASSESSMENT DISTRICT NO. 95-1

Fiscal Year 2022-23

**Background Information**

To insure the proper flow of funds for the ongoing operation, maintenance and servicing of specific improvements within the boundaries of the Benefit Assessment District No. 95-1 ("District"), the City Council, through the Benefit Assessment Act of 1982 ("1982 Act"), previously approved the formation of the District which includes two (2) benefit areas as described in this Engineer's Report ("Report"). Benefit Area I is comprised of the Renaissance development and Benefit Area II is comprised of the Country View development. Improvements, which may be constructed, operated, maintained and serviced by the District, include, but are not limited to:

Sidewalks, curbs and gutters, pavement, valley gutters, entrance control gates, medians islands and median island landscaping, drainage inlets and streetlights.

Generally, Developers as a part of their development conditions, are required to construct the improvements listed above which benefit their development. However, the ongoing operation, maintenance, servicing and capital replacement of these improvements are financed through the levy of assessments on parcels within the District. As new developments occur, benefit areas may be created within the District to ensure the operation, maintenance, servicing and capital replacement of the improvements are specifically paid for by those property owners who directly benefit from those improvements.

**Current Annual Administration**

As required by the Benefit Assessment Act of 1982, this Report includes for the ensuing fiscal year: (1) a general description of the improvements to be constructed, operated, maintained and serviced by the District, (2) an estimated budget to construct, operate, maintain and service the improvements, (3) the method used to distribute the costs to the benefiting property owners within the District, (4) a diagram of the District and associated benefit areas, and (5) listing of the proposed Fiscal Year 2022-23 assessments to be levied upon each assessable lot or parcel within the District.

For FY 2022-23, the City Council proposes to increase the maximum annual assessment rate for parcels located within Benefit Area II (Country View). The purpose of the proposed assessment rate increase is to keep up with significant increases in maintenance costs and accumulate funds to perform future slurry seal maintenance.



The proposed increase in the assessment rate required the City to conduct Proposition 218 property owner proceedings. The City mailed notices and ballots to the property owners within Benefit Area II (Country View) a minimum of 45 days prior to the Public Hearing set for July 5, 2022. At the Public Hearing, the City provided an opportunity for any interested person to provide testimony. After the Public Hearing input portion, the City Council asked if there are any remaining ballots to be turned in or if anyone wants to change their vote. The ballots were then tabulated. A majority of the ballots returned were in favor of the proposed assessment increase. The result of the ballot tabulation was presented to City Council on July 5, 2022 and the City Council subsequently adopted a resolution confirming the Fiscal Year 2022-23 levy and collection of assessments for both benefit areas which included the approved assessment increase for Benefit Area II (Country View).

Payment of these annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE  
BENEFIT ASSESSMENT ACT OF 1982  
SECTION 54703 THROUGH 54720  
OF THE CALIFORNIA GOVERNMENT CODE

Pursuant to the Benefit Assessment Act of 1982 (Part 1 of Division 2 of Title 5 of the Government Code of the State of California), and in accordance with Resolution No. 22-38 initiating proceedings for the levy and collection of assessments, ordering the preparation of the annual Engineer's Report, approving the Preliminary Engineer's Report, and declaring the intention for levy and collection of assessments, adopted by the City Council of the City of Clovis, on May 9, 2022, and in connection with the proceedings for:

CITY OF CLOVIS  
BENEFIT ASSESSMENT DISTRICT NO. 95-1

Herein after referred to as the "District", I, Eduardo Espinoza, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements to be financed by the District. Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk of the City of Clovis and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements, including incidental costs and expenses in connection therewith.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates by reference a diagram of the District showing the boundaries of any benefit areas within the District and the lines and dimensions of each lot or parcel of land within the District. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Fresno County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference and made part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENT

This part contains the method of apportionment of assessments, based upon parcel classification of land within the District, in proportion to the estimated benefits to be received.

PART E: PROPERTY LIST AND ASSESSMENT ROLL

This part contains a list of the Fresno County Assessor's parcel numbers, and the amount to be assessed upon the benefited lands within the District. The Assessment Roll is filed in the Office of the Clovis City Clerk and is incorporated in this Report by reference. The list is keyed to the records of the Fresno County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The facilities, which have been constructed within the City of Clovis, and those which may be subsequently constructed, operated, maintained, and serviced are generally described as follows:

Street and Landscaping Facilities

Street and Landscaping facilities consist of, but are not limited to: operation, maintenance and servicing of sidewalks parallel to and within 27 feet of the center line of the streets, curbs and gutters, paved sections, valley gutters, four entrance control gates located on Birch Avenue, Chennault Avenue, Oxford Avenue and Dartmouth Avenue, median islands and landscaping in the median islands, drainage inlet structures, and streetlights located within the boundaries of the District.

PART B

ESTIMATE OF COST

The 1982 Act requires that a special fund be set up for the collection of revenues and expenditures for the District. The 1982 Act provides that the total cost for the construction, operation, maintenance and servicing of the street facilities can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees, and all other costs associated with the District can also be included.

Revenues collected from the assessments within each benefit area shall be used only for the expenditures associated with each benefit area as authorized under the 1982 Act. Any balance remaining at the end of the fiscal year must be carried over to the next fiscal year.

Tables 1 and 2 below provide a summary of the total Fiscal Year 2022-23 estimated revenues and expenditures for each benefit area.

For a detailed breakdown on the revenues and expenditures for each benefit area within the District please refer to Appendix "A" and Appendix "B" in this report.

<b>TABLE NO. 1: COST ESTIMATE FY 2022-23 Benefit Area I (Renaissance)</b>	
Projected Beginning Balance as of July 1, 2022:	\$34,982
<b>Revenue</b>	
Annual Assessments	\$29,115
<b>Total Revenue:</b>	<b>\$64,097</b>
<b>Annual Expenditures<sup>(1)</sup></b>	
Office Supplies and Miscellaneous Maintenance	(\$400)
Telephone	(\$1,500)
Electronic Gate Maintenance	(\$2,000)
Street Sweeping	(\$720)
Landscape Maintenance	(\$6,798)
Electrical Power for Gate and Streetlights	(\$3,500)
City Administration Costs	(\$1,800)
County Collection Fees	(\$8)
District Administrator	(\$8,940)
Assessment Engineering	(\$1,411)
Insurance	(\$1,100)
Annual Expenditures Subtotal:	(\$28,177)
<b>Capital Improvement Projects</b>	
Slurry Seal	(\$35,000)
Sidewalk Repairs & Gate Replacement	(\$0)
Capital Improvement Projects Subtotal:	(\$35,000)
<b>Total Expenses:</b>	<b>(\$63,177)</b>
Projected Ending Balance as of June 30, 2023:	\$920
<b>Reserve Detail as of June 30, 2023</b>	
Recommended Operating Reserves <sup>(2)</sup>	\$14,089
Available Operating Reserves	\$920
Available Capital Reserves <sup>(3)</sup>	\$0
<b>Assessment Rate (45 Parcels)</b>	<b>\$647.00</b>
<b>Notes:</b>	
(1) See Appendix "A" for a detailed description of expenses.	
(2) Operating reserves are needed because the City does not receive the assessment revenue from the County until halfway through the fiscal year. Therefore, it is recommended the City have an operating reserve to fund 6 months of the estimated annual expenditures anticipated to be incurred from July 1 through December 31 of each fiscal year.	
(3) Capital reserve funds will be used for Capital Improvement Projects or to replace existing improvements once they have reached the end of their useful life.	

TABLE NO. 2: COST ESTIMATE FY 2022-23 Benefit Area II (Country View) - Proposed \$129/year Increase		
Projected Beginning Balance as of July 1, 2022		\$69,088
<b>Revenue</b>		
Annual Assessments	\$ 47,790	
Total Revenue:		\$116,878
<b>Annual Expenditures<sup>(1)</sup></b>		
Office Supplies and Miscellaneous Maintenance	(\$1,000)	
Telephone	(\$1,500)	
Electronic Gate Maintenance	(\$2,000)	
Street Sweeping	(\$1,800)	
Landscape Maintenance	(\$8,650)	
Electrical Power for Gate and Streetlights	(\$3,500)	
City Administration Costs	(\$3,000)	
County Collection Fees	(\$14)	
District Administrator	(\$13,860)	
Assessment Engineering	(\$2,539)	
Insurance	(\$1,600)	
Annual Expenditures Subtotal:	(\$39,463)	
<b>Capital Improvement Projects</b>		
Slurry Seal	(\$45,000)	
Sidewalk Repairs & Gate Replacement	(\$0)	
Capital Improvement Projects Subtotal:	(\$45,000)	
Total Expenses:		(\$84,463)
Projected Ending Balance as of June 30, 2023:		\$32,415
<b>Reserve Detail as of June 30, 2023</b>		
Recommended Operating Reserves <sup>(2)</sup>	\$19,732	
Available Operating Reserves	\$19,732	
Available Capital Reserves <sup>(3)</sup>	\$12,683	
<b>Assessment Rate (81 Parcels)</b>		<b>\$590.00/parcel</b>
<b>Notes:</b>		
(1) See Appendix "A" for a detailed description of expenses.		
(2) Operating reserves are needed because the City does not receive the assessment revenue from the County until halfway through the fiscal year. Therefore, it is recommended the City have an operating reserve to fund 6 months of the estimated annual expenditures anticipated to be incurred from July 1 through December 31 of each fiscal year.		
(3) Capital reserve funds will be used for Capital Improvement Projects or to replace existing improvements once they have reached the end of their useful life.		

PART C

ASSESSMENT DISTRICT DIAGRAM

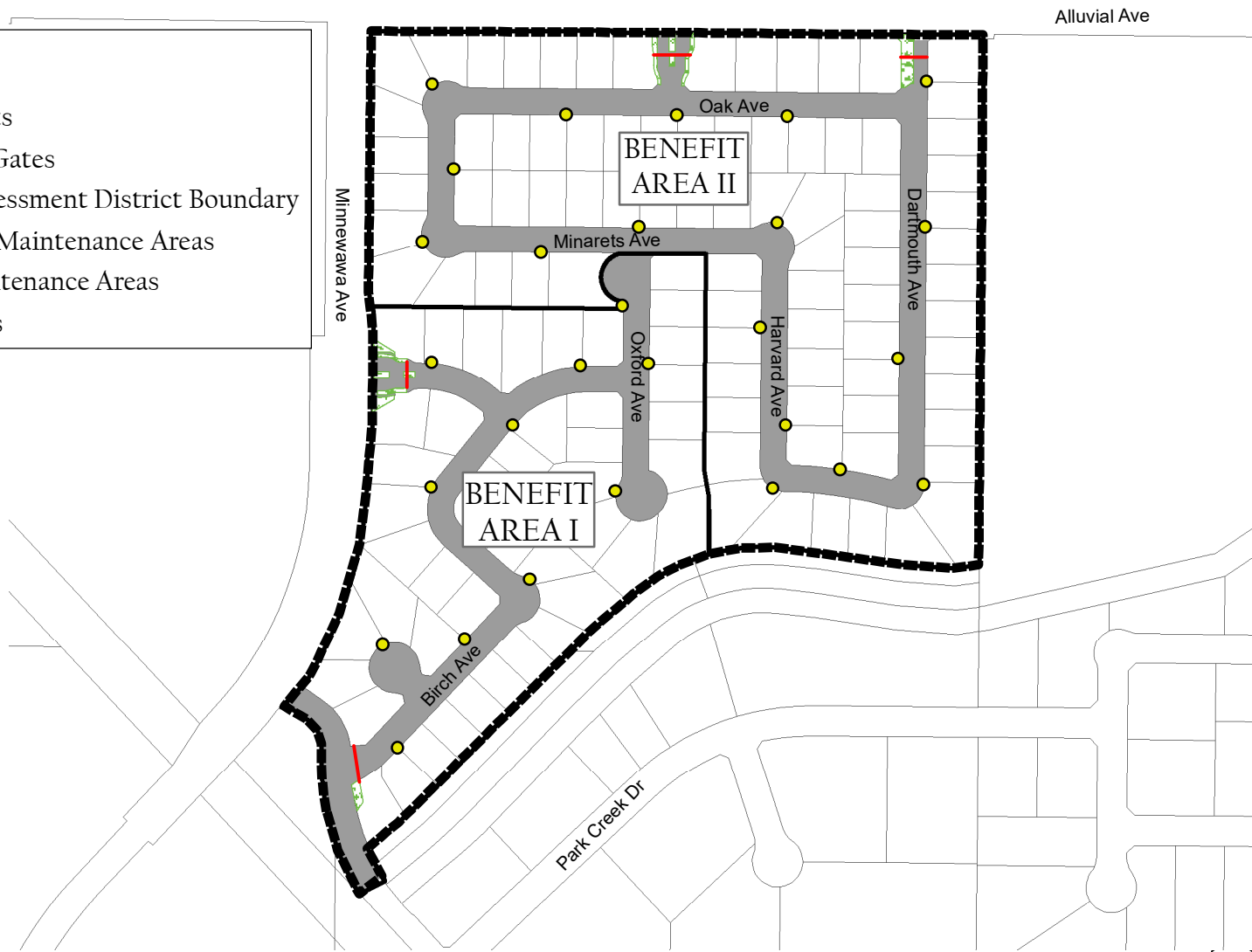
The boundary of the District is completely within the boundaries of the City of Clovis. The Assessment Diagram for the two benefit areas is on file in the Office of the City Clerk of the City of Clovis and is shown on the following page of this Report. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Fresno County Assessor, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report.



# City of Clovis Benefit Assessment District No. 95-1 Blackhorse Estates Maintenance Improvement Diagram

**Legend**

- Street Lights
- Electronic Gates
- ▬ Benefit Assessment District Boundary
- ▨ Landscape Maintenance Areas
- Street Maintenance Areas
- Parcel Lines



## PART D

### METHOD OF APPORTIONMENT OF ASSESSMENT

This section explains the benefits to be derived from the street and landscaping improvements and the methodology used to apportion the costs to the benefitting properties within the District.

#### Discussion of Special Benefit

Part 1 of Division 2 of Title 5 of the Government Code, the Benefit Assessment Act of 1982, permits the establishment of assessment districts by Agencies for the purpose of providing certain public improvements and services which include the construction, operation, maintenance and servicing of street facilities.

Section 54711 of the Benefit Assessment Act of 1982 requires that maintenance assessments must be levied according to benefit rather than according to assessed value. This Section states:

*“The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service.”*

In addition, the 1982 Act permits the designation of zones or areas of benefit within any individual assessment district.

Article XIIIID, Section 4(a) of the California Constitution (also known as Proposition 218) limits the amount of any assessment to the proportional special benefit conferred on the property.

*“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”*

Article XIIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private residential, commercial, industrial, and institutional activities.

#### Special versus General Benefit

In the absence of an annual assessment, the street and landscaping maintenance activities within each benefit area of the District would not be provided. All the assessment proceeds derived from each benefit area will be utilized to fund the cost of providing a level of tangible “special benefits” in the form of property related services which benefit individual properties to which the services are provided. The assessments are also structured to provide specific improvements within each benefit area, further ensuring that the improvements funded by the assessments are of specific and special benefit to property within each benefit area.

The street and landscaping facilities in each benefit area of the District were specifically designed, located and created to provide vehicular access to residences for the direct benefit of property inside the benefit area, and not the public at large. The boundaries of the benefit area have been drawn to include only those parcels that receive a direct benefit from the improvements. Other properties that are outside a benefit area do not benefit from the property related improvements.

It is therefore concluded that all the street and landscaping maintenance activities funded by the assessments are of special benefit to the identified benefiting properties located within the benefit areas and that the value of the special benefits from such Improvements to property in the benefit areas reasonably exceeds the cost of the assessments for every assessed parcel in the benefit areas. (In other words, as required by Proposition 218: the reasonable cost of the proportional special benefit conferred on each parcel does not exceed the cost of the assessments.)

### ASSESSMENT METHODOLOGY

The 1982 Act requires that assessments must be based on the benefit that the subject properties receive from the improvements being maintained. The improvements to be maintained by the District relate to the vehicular access from the public streets, adjacent to the District, and to the residences within the District.

Each year, the Engineer for the District shall evaluate the conditions of the improvements to be maintained by the District and shall estimate the required costs of the maintenance and incidental costs and spread the assessments to the benefitting properties. A portion of the estimated costs may be set aside for significant maintenance items, such as seal coats and street surface overlays. If necessary, revised amounts for the assessments will be determined by the Engineer for the District then considered by the City Council of the City of Clovis to revise the amounts of the assessments as they deem appropriate.

Since the assessments are levied on the owners of properties as shown on the secured property tax rolls, the final charges must be assigned by Assessor's Parcel Number.

The single-family residential parcel has been selected as the basic unit for the calculation of assessments since it represents all the parcels within the District. Therefore, the single-family residential parcel has been determined to have equal vehicular access from the public streets, adjacent to the District, and to the residential parcels. For the spread of the assessments, there are 45 residential parcels in Benefit Area I (Renaissance) and 81 residential parcels in Benefit Area II (Country View) that will be assessed for the maintenance of the improvements. Therefore, the maintenance and incidental costs for Benefit Area I (Renaissance) will be equally spread to each of the residential parcels within Benefit Area I (Renaissance) and the maintenance and incidental costs for Benefit Area II (Country View) will be equally spread to each of the residential parcels within Benefit Area II (Country View).

Below is a listing of each of the benefit areas, their corresponding number and type of parcels within each benefit area and the method of apportioning the costs of the improvements to the benefiting parcels.

Benefit Area I (Renaissance)

Benefit Area I (Renaissance) is comprised of 45 single-family residential parcels. In Fiscal Year 2022-23, there are 45 assessable parcels, and the total assessment revenue needed to operate and maintain the facilities within Benefit Area I (Renaissance) is \$29,115. This results in the following proposed assessment that will be levied within Benefit Area I (Renaissance):

Fiscal Year 2022-23 Rate: \$647.00/parcel

Benefit Area II (Country View)

Benefit Area II (Country View) is comprised of 81 single-family residential parcels. In Fiscal Year 2022-23, there are 81 assessable parcels, and the total assessment revenue needed to operate and maintain the facilities within Benefit Area II (Country View) is \$47,790. This results in the following proposed assessment that will be levied within Benefit Area II (Country View):

Fiscal Year 2022-23 Rate: \$590.00/parcel

PART E

PROPERTY LIST AND ASSESSMENT ROLL

A list of the addresses of all parcels, and the description of each lot or parcel within each of the City of Clovis's Benefit Assessment District No. 95-1 is shown on the last equalized Property Tax Roll of the Fresno County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the maximum proposed amount of assessments apportioned to each lot or parcel. The Assessment Roll is on file in the Office of the City Clerk of the City of Clovis and is shown in this Report as Appendix "C".

APPENDIX A

DETAILED STATEMENT OF COSTS FOR  
BENEFIT AREA I (RENAISSANCE)

**BENEFIT AREA I (RENAISSANCE)**

**DETAILED STATEMENT OF COSTS**

The detailed description of costs for each of the improvements to be operated, maintained, and serviced in Benefit Area I (Renaissance), and those which may be subsequently operated, maintained and serviced are generally described as follows:

**Office Supplies and Miscellaneous Maintenance**

This item is to cover unexpected costs that may arise in any given fiscal year that is generally associated with the following improvements:

1. Street pavement and surface maintenance
2. Curb, gutter, and sidewalk
3. Street or traffic signs
4. Storm drain inlets
5. Concrete valley gutters

Based on historical data, repairs to the above-mentioned improvements are not needed each fiscal year. The estimated cost for miscellaneous/contingency repairs in Fiscal Year 2022-23 is \$400. If major repairs are needed during the fiscal year, funds will be utilized from the capital reserve fund.

**Electronic Gate Maintenance**

There are two electronic gates that will be maintained by the District. The estimated cost for electronic gate maintenance in Fiscal Year 2022-23 is \$2,000.

**Telephone Costs**

Telephone costs are for maintaining the telephone located at the entrance gate which will be used by people at the gate to communicate with the residents of the District.

There are two gates. One gate is an "Enter Only" gate and the other is an "Exit Only" gate. There will only be one telephone to be maintained at the "Enter Only" gate.

The telephone system is a private system and the cost for repair and replacement of the telephone equipment, when needed, will be paid for from the capital reserve fund. The estimated cost to fund telephone equipment repairs and local calls is \$1,500 for Fiscal Year 2022-23.

Street Sweeping

These costs are based on a firm bid obtained by the District Administrator.

The streets will be swept once every two months within Benefit Area I (Renaissance) for an estimated cost of \$720/year.

Landscape Maintenance

The areas where landscaping is scheduled to be maintained by the District are in the median island planters constructed at the gates. The total area of landscaping to be maintained is approximately 500 square feet.

Historically, the residents within Benefit Area I (Renaissance) have routinely requested a higher level of landscape installation and maintenance than was originally planned, including the planting of annual flowers that has resulted in increased maintenance costs.

The total cost of landscape maintenance including City of Clovis water charges for Fiscal Year 2022-23 will be \$6,798 as estimated by the District Administrator.

Electrical Power for Gate and Streetlights

The total estimated cost for electrical power charges for gate operations and streetlights for Fiscal Year 2022-23 is \$3,500.

City Administration Costs

The City of Clovis will have many responsibilities for the administration of the District. Included in these costs are:

- a. City Council Costs related to notices, hearings, etc.
- b. Attorney fees for the City Attorney to prepare the legal documents as are required for the operation of the District.
- c. Staff time for the preparation of documents necessary for the on-going operation of the District.
- d. Staff time for the review of documents prepared by District Consultants as necessary for the on-going operations of the District.
- e. Staff time related to the timely application of necessary maintenance and repairs as required.

The estimated annual cost for City Administration in Fiscal Year 2022-23 is \$1,800.



County Collection Fees

The cost from the County of Fresno related to the collection of assessments and transfer of funds to the City is \$0.17 per parcel.

The total estimated cost for the County of Fresno collection fees in Fiscal Year 2022-23 is \$8 (45 parcels x \$0.17/parcel).

District Administrator

The District Administrator will manage the maintenance of improvements for the District for a cost of \$8,940 for Fiscal Year 2022-23.

Assessment Engineering

The District Assessment Engineer is Francisco & Associates. They have a contract with the District to perform the assessment engineering services for the sum of \$1,411 for Fiscal Year 2022-23.

Insurance Costs

The District will carry property damage insurance for damage to the gates caused by an accident or vandalism and Comprehensive General Liability Insurance with Excess Coverage.

The property insurance is issued by State Farm Insurance Company. It provides for a maximum of \$80,000 per occurrence for damage to the electronic gates with a \$1,000 deductible.

The Comprehensive Liability Insurance is issued by State Farm Insurance Company, which has the following coverage:

\$3,000,000	General Aggregate
\$3,000,000	Each Occurrence
\$3,000,000	Personal Injury
\$ 50,000	Fire Damage Legal Liability

The total estimated insurance cost for Fiscal Year 2022-23 is \$1,100.

Capital Reserve

On the recommendation of the District Administrator and the City of Clovis Finance Department, Capital Reserves are accumulated to provide funding for future expenses that do not occur on an annual basis including, but not limited to, roadway slurry seal maintenance, sidewalk repairs, gate replacement, gate operator replacement, gate support columns and track replacement, gate phone/phone board replacement, and landscape upgrades.

In FY 2021-22, roadway slurry seal maintenance and additional landscape maintenance at the front and back gate of the neighborhood was performed. The estimated cost of \$35,000 for the roadway slurry seal maintenance will be paid in FY 2022-23 and therefore included as part of the FY 2022-23 budget.



Slurry Seal Work June 2022

APPENDIX B

DETAILED STATEMENT OF COSTS FOR  
BENEFIT AREA II (COUNTRY VIEW)

**BENEFIT AREA II (COUNTRY VIEW)**

**DETAILED STATEMENT OF COSTS**

The detailed description of costs for each of the improvements to be operated, maintained and serviced in Benefit Area II (Country View), and those which may be subsequently operated, maintained and serviced are generally described as follows:

**Office Supplies and Miscellaneous Maintenance**

This item is to cover unexpected costs that may arise in any given fiscal year that is generally associated with the following improvements:

1. Street pavement and surface maintenance
2. Curb, gutter, and sidewalk
3. Street or traffic signs
4. Storm drain inlets
5. Concrete valley gutters

Based on historical data, repairs to the above-mentioned improvements are not needed each fiscal year. The amount to be assessed for miscellaneous/contingency repairs in Fiscal Year 2022-23 is \$1,000. If major repairs are needed during the fiscal year, funds will be utilized from the capital reserve fund.

**Electronic Gate Maintenance**

There are two electronic gates that will be maintained by the District. The estimated cost for electronic gate maintenance in Fiscal Year 2022-23 is \$2,000.

**Telephone Costs**

Telephone costs are for maintaining the telephone located at the entrance gate which will be used by people at the gate to communicate with the residents of the District.

There are two gates. One gate is an "Enter Only" gate and the other is an "Exit Only" gate. There will only be one telephone to be maintained at the "Enter Only" gate.

The telephone system is a private system and the cost for repair and replacement of the telephone equipment, when needed, will be paid for from the capital reserve fund. The estimated cost to fund telephone equipment repairs and local calls is \$1,500 for Fiscal Year 2022-23.

### Street Sweeping

These costs are based on a firm bid obtained by the District Administrator.

The streets will be swept once every month within Benefit Area II (Country View) for an estimated cost of \$1,800/year.

### Landscape Maintenance

The areas where landscaping is scheduled to be maintained by the District are in the median island planters constructed at the gates and a 2,800-sf grass area located on Dartmouth Avenue.

The total cost of landscape maintenance including City of Clovis water charges for Fiscal Year 2022-23 will be \$8,650 as estimated by the District Administrator.

### Electrical Power for Gate and Streetlights

The total estimated cost for electrical power charges for gate operations and streetlights for Fiscal Year 2022-23 is \$3,500.

### City Administration Costs

The City of Clovis will have many responsibilities for the administration of the District. Included in these costs are:

- a. City Council Costs related to notices, hearings, etc.
- b. Attorney fees for the City Attorney to prepare the legal documents as are required for the operation of the District.
- c. Staff time for the preparation of documents necessary for the on-going operation of the District.
- d. Staff time for the review of documents prepared by District Consultants as necessary for the on-going operations of the District.
- e. Staff time related to the timely application of necessary maintenance and repairs as required.

The estimated annual cost for City Administration in Fiscal Year 2022-23 is \$3,000.

### County Collection Fees

The cost from the County of Fresno related to the collection of assessments and transfer of funds to the City is \$0.17 per parcel.

The total estimated cost for the County of Fresno collection fees in Fiscal Year 2022-23 is \$14 (81 parcels x \$0.17/parcel).

District Administrator

The District Administrator will manage the maintenance of the improvements for the District for a cost of \$13,860 for Fiscal Year 2022-23.

Assessment Engineering

The District Assessment Engineer is Francisco & Associates. They have a contract with the District to perform the assessment engineering services for the sum of \$2,539 for Fiscal Year 2022-23.

Insurance Costs

The District will carry property damage insurance for damage to the gates caused by an accident or vandalism and Comprehensive General Liability Insurance with Excess Coverage.

The property insurance is issued by State Farm Insurance Company. It provides for a maximum of \$80,000 per occurrence for damage to the electronic gates with a \$1,000 deductible.

The Comprehensive Liability Insurance is issued by State Farm Insurance Company, which has the following coverage:

\$3,000,000	General Aggregate
\$3,000,000	Each Occurrence
\$3,000,000	Personal Injury
\$ 50,000	Fire Damage Legal Liability

The total estimated insurance cost for Fiscal Year 2022-23 is \$1,600.

Capital Reserve

On the recommendation of the District Administrator and the City of Clovis Finance Department, Capital Reserves are accumulated to provide funding for future expenses that do not occur on an annual basis including but not limited to the roadway slurry seal maintenance, sidewalk repairs, gate replacement, gate operator replacement, gate support columns and track replacement, and gate phone/phone board replacement, and landscape upgrades.

In FY 2021-22, roadway slurry seal maintenance was performed. The estimated cost of \$45,000 for the roadway slurry seal maintenance will be paid in FY 2022-23 and therefore included as part of the FY 2022-23 budget.



Slurry Seal Work June 2022



APPENDIX C  
ASSESSMENT ROLL



*CITY OF CLOVIS*  
*ASSESSMENT DISTRICT NO. 1995-1*  
*(Blackhorse Estates)*  
*Assessment Roll*  
*Fiscal Year 2022-23*  
*Benefit Area 1*

AGENDA ITEM NO. 22.

Assessor's Parcel Number	Benefit Area	Assessment Amount	Property Owner	Property Address	Tract and Lot
562-151-08	1	\$647.00	NISHIMURA GAREY	25 CHENNAULT AVE	TR 4299 Lot 1
562-151-09	1	\$647.00	REED SAMUEL H	45 CHENNAULT AVE	TR 4299 Lot 2
562-151-10	1	\$647.00	ANTARAMIAN PETER	65 CHENNAULT AVE	TR 4299 Lot 3
562-151-11	1	\$647.00	TWEDT BRIAN D & VICKIE L	85 CHENNAULT AVE	TR 4299 Lot 4
562-151-12	1	\$647.00	SYVERTSEN WILLIAM & CHERYLE L FAM TRUST	105 CHENNAULT AVE	TR 4299 Lot 5
562-151-13	1	\$647.00	HSIAO PAUL SHIHYEN & HSIN-CHING LIN	125 CHENNAULT AVE	TR 4299 Lot 6
562-152-04	1	\$647.00	NIMERI ABDELRAHMAN & SHAIMA	650 N CHERRY LN	TR 4299 Lot 41
562-152-05	1	\$647.00	SRA FAMILY	640 N CHERRY LN	TR 4299 Lot 40
562-152-06	1	\$647.00	DUNMORE JAMES L JR & TRACEE L	42 CHENNAULT AVE	TR 4299 Lot 43
562-152-07	1	\$647.00	HSIAO PAUL S	62 CHENNAULT AVE	TR 4299 Lot 42
562-153-03	1	\$647.00	TAKEDA VICTOR K & ANNE M TRUSTEES	665 N CHERRY LN	TR 4299 Lot 18
562-153-04	1	\$647.00	SIRIMARCO JAMES V III & DONNA M	655 N CHERRY LN	TR 4299 Lot 19
562-153-05	1	\$647.00	ROBERTSON STEPHEN W JR	635 N CHERRY LN	TR 4299 Lot 20
562-153-06	1	\$647.00	STAFFORD FRANKLIN H	611 N CHERRY LN	TR 4299 Lot 21
562-153-07	1	\$647.00	BIGLIERI JULIE M TRS	601 N CHERRY LN	TR 4299 Lot 22
562-153-13	1	\$647.00	KALMES BEAU AARON & BRITTANY STOKER	624 N OXFORD AVE	TR 4299 Lot 12
562-153-14	1	\$647.00	CHAVEZ MANUEL A & ROSSANNE C TRS	634 N OXFORD AVE	TR 4299 Lot 13
562-153-15	1	\$647.00	BURRI CHRISTINE ISKENDERIAN	644 N OXFORD AVE	TR 4299 Lot 14
562-153-16	1	\$647.00	SHIDIYWAH SAIF & HUDA	664 N OXFORD AVE	TR 4299 Lot 15
562-153-17	1	\$647.00	STAWARSKI DOUGLAS P & KAKELLY	684 N OXFORD AVE	TR 4299 Lot 16
562-153-18	1	\$647.00	LEE JOSEPH & MIN HEE	102 CHENNAULT AVE	TR 4299 Lot 17
562-153-19	1	\$647.00	CLARK JASON	614 N OXFORD AVE	TR 4299 Lot 11
562-153-20	1	\$647.00	JENSEN LAUREN	651 N OXFORD AVE	TR 4299 Lot 10
562-153-21	1	\$647.00	TILLEY SHARRON F TRUSTEE	671 N OXFORD AVE	TR 4299 Lot 9
562-153-22	1	\$647.00	SHARMA VISHAL & SHILPA	691 N OXFORD AVE	TR 4299 Lot 8
562-153-23	1	\$647.00	BROBST JAMES H & M ARLENE TRUSTEES	711 N OXFORD AVE	TR 4299 Lot 7
562-153-24	1	\$647.00	GILL SHERAZ	731 N OXFORD AVE	Por of Lot 6 Clovis Colony
562-161-01	1	\$647.00	GANDY ANN TRUSTEE	610 N CHERRY LN	TR 4299 Lot 37
562-161-02	1	\$647.00	HEMMAN RONALD D & STEPHANIE J	620 N CHERRY LN	TR 4299 Lot 38
562-161-03	1	\$647.00	IBRAHIMI HARIS & MALALAI ZOLTANI	630 N CHERRY LN	TR 4299 Lot 39
562-161-04	1	\$647.00	GATES GINGER G	57 BIRCH AVE	TR 4299 Lot 36
562-161-05	1	\$647.00	O HARA MICHAEL & CYNTHIA	55 BIRCH AVE	TR 4299 Lot 35
562-161-06	1	\$647.00	DER HAROUTUNIAN VASKEN & LINA TRS	51 BIRCH AVE	TR 4299 Lot 34
562-161-07	1	\$647.00	YANG YIA	47 BIRCH AVE	TR 4299 Lot 33
562-161-08	1	\$647.00	HAMILTON BRENDA S	37 BIRCH AVE	TR 4299 Lot 32
562-162-01	1	\$647.00	TSAO DEREK & MONICA DU	94 BIRCH AVE	TR 4299 Lot 23
562-162-02	1	\$647.00	KHAN SAMIA	84 BIRCH AVE	TR 4299 Lot 24
562-162-03	1	\$647.00	CARUSO HILDA M	74 BIRCH AVE	TR 4299 Lot 25

*CITY OF CLOVIS  
 ASSESSMENT DISTRICT NO. 1995-1  
 (Blackhorse Estates)  
 Assessment Roll  
 Fiscal Year 2022-23  
 Benefit Area 1*

AGENDA ITEM NO. 22.

Assessor's Parcel Number	Benefit Area	Assessment Amount	Property Owner	Property Address	Tract and Lot
562-162-04	1	\$647.00	BRONSON JAMES C & MICHELLE L	64 BIRCH AVE	TR 4299 Lot 26
562-162-05	1	\$647.00	HARDIN TAYLOR J & TETYANA S	54 BIRCH AVE	TR 4299 Lot 27
562-162-06	1	\$647.00	WEBER DAVID & MICHELLE	44 BIRCH AVE	TR 4299 Lot 28
562-162-07	1	\$647.00	THACKER BARBARA J TRUSTEE	34 BIRCH AVE	TR 4299 Lot 29
562-162-08	1	\$647.00	DOUGHERTY STEPHEN P & MONICA	24 BIRCH AVE	TR 4299 Lot 30
562-162-09	1	\$647.00	ROSENTHAL STEVE ANDREW	14 BIRCH AVE	TR 4299 Lot 31
562-180-45	1	\$647.00	GOTTLIEB DAVID ANDREW & VIRGINIA TRS	741 N OXFORD AVE	TR 4668 Lot 18
<b>TOTAL:</b>		<b>45</b>	<b>\$29,115.00</b>		

*CITY OF CLOVIS*  
*ASSESSMENT DISTRICT NO. 1995-1*  
*(Blackhorse Estates)*  
*Assessment Roll*  
*Fiscal Year 2022-23*  
*Benefit Area 2*

AGENDA ITEM NO. 22.

Assessor's Parcel Number	Benefit Area	Assessment Amount	Property Owner	Property Address	Tract and Lot
562-153-25	2	\$590.00	KUHL MICHAEL B	732 N HARVARD AVE	TR 4661 Lot 28
562-153-26	2	\$590.00	KEMP TIMOTHY F & SAUNDRA D	722 N HARVARD AVE	TR 4661 Lot 27
562-153-27	2	\$590.00	KONSTANZER KEVIN C & PAMELA S TRUSTEES	712 N HARVARD AVE	TR 4661 Lot 26
562-153-28	2	\$590.00	WEAVER JAMES & LISA TRUSTEES	692 N HARVARD AVE	TR 4661 Lot 25
562-153-29	2	\$590.00	PORTFOLIO MANAGEMENT SERVICES LLC	672 N HARVARD AVE	TR 4661 Lot 24
562-153-30	2	\$590.00	MAKEL JOHN T & RAQUEL	204 BIRCH AVE	TR 4661 Lot 23
562-153-31	2	\$590.00	HIRATA RYEN J & ERICA R JOHNSON TRS	214 BIRCH AVE	TR 4661 Lot 22
562-153-32	2	\$590.00	TURNBULL BRENT L & PATRICIA K TRS	234 BIRCH AVE	TR 4661 Lot 21
562-153-33	2	\$590.00	TRIFFON GARRETT	264 BIRCH AVE	TR 4661 Lot 20
562-153-34	2	\$590.00	AYDINYAN ARA	284 BIRCH AVE	TR 4661 Lot 19
562-153-35	2	\$590.00	ORTIZ KIRA	647 N DARTMOUTH AVE	TR 4661 Lot 18
562-153-36	2	\$590.00	L RODRIGUEZ R & T	667 N DARTMOUTH AVE	TR 4661 Lot 17
562-153-37	2	\$590.00	BICKEL BRUCE D TRUSTEE	687 N DARTMOUTH AVE	TR 4661 Lot 16
562-153-38	2	\$590.00	HOLGUIN GIL & KIM A	707 N DARTMOUTH AVE	TR 4661 Lot 15
562-153-39	2	\$590.00	MARTIN DARRELL B TRUSTEE	717 N DARTMOUTH AVE	TR 4661 Lot 14
562-153-40	2	\$590.00	ANALLA BRYAN G & MOLLY BLISS	727 N DARTMOUTH AVE	TR 4661 Lot 13
562-153-41	2	\$590.00	GUISTO NANCY A	737 N DARTMOUTH AVE	TR 4661 Lot 12
562-155-01	2	\$590.00	GATTIE BRADLEY H & KIRSTEN ANN TRS	673 N HARVARD AVE	TR 4661 Lot 29
562-155-02	2	\$590.00	GRAY LAURIE J & RANDALL M	676 N DARTMOUTH AVE	TR 4661 Lot 30
562-155-03	2	\$590.00	BREWER ADRIANNE M PETRUTIS & SCOTT M	696 N DARTMOUTH AVE	TR 4661 Lot 31
562-155-04	2	\$590.00	SLICK LEON H & SANDRA K	716 N DARTMOUTH AVE	TR 4661 Lot 32
562-155-05	2	\$590.00	HUDSON KIMBERLY SUE	726 N DARTMOUTH AVE	TR 4661 Lot 33
562-155-06	2	\$590.00	LEACH RONALD P & TRACY A	736 N DARTMOUTH AVE	TR 4661 Lot 34
562-180-01	2	\$590.00	KAHAL AMANDEEP	149 OAK AVE	TR 4668 Lot 1
562-180-02	2	\$590.00	MAINOCK RALPH H TRS	129 OAK AVE	TR 4668 Lot 2
562-180-03	2	\$590.00	ALCONCHER RONALD B & ANNA C TRS	99 OAK AVE	TR 4668 Lot 3
562-180-04	2	\$590.00	LOYD WILLIAM D & CYNTHIA L	89 OAK AVE	TR 4668 Lot 4
562-180-05	2	\$590.00	WALTER LOGAN PATRICK	69 OAK AVE	TR 4668 Lot 5
562-180-06	2	\$590.00	NOEL MIKE & TIFFANY	49 OAK AVE	TR 4668 Lot 6
562-180-07	2	\$590.00	DINATA VERONICA M & ANTONIUS J TRS	790 N CHERRY LN	TR 4668 Lot 7
562-180-08	2	\$590.00	THOMPSON CRAIG	780 N CHERRY LN	TR 4668 Lot 8
562-180-09	2	\$590.00	RATZLAFF CHRISTOPHER	770 N CHERRY LN	TR 4668 Lot 9
562-180-10	2	\$590.00	SILVA ANNA	760 N CHERRY LN	TR 4668 Lot 10
562-180-11	2	\$590.00	KATEIAN JANICE L TRS	750 N CHERRY LN	TR 4668 Lot 11
562-180-12	2	\$590.00	WESSON SANDRA C TRUSTEE	26 MINARETS AVE	TR 4668 Lot 12
562-180-13	2	\$590.00	LALLY GREGORY W & GRACE K TRUSTEES	46 MINARETS AVE	TR 4668 Lot 13
562-180-14	2	\$590.00	KEITH DIANA	66 MINARETS AVE	TR 4668 Lot 14
562-180-15	2	\$590.00	STONECIPHER KAREN TRUSTEE	86 MINARETS AVE	TR 4668 Lot 15

*CITY OF CLOVIS*  
*ASSESSMENT DISTRICT NO. 1995-1*  
*(Blackhorse Estates)*  
*Assessment Roll*  
*Fiscal Year 2022-23*  
*Benefit Area 2*

AGENDA ITEM NO. 22.

Assessor's Parcel Number	Benefit Area	Assessment Amount	Property Owner	Property Address	Tract and Lot
562-180-19	2	\$590.00	HOLTERMANN DARRIN PAUL & JENNIFER LEE	742 N HARVARD AVE	TR 4668 Lot 19
562-180-20	2	\$590.00	KARST DENNIS S & KATHERINE TRUSTEES	693 N HARVARD AVE	TR 4668 Lot 20
562-180-21	2	\$590.00	REY STEVEN F & JULIE L TRUSTEES	713 N HARVARD AVE	TR 4668 Lot 21
562-180-22	2	\$590.00	RAMOS STEPHEN A & JACQUELINE R	723 N HARVARD AVE	TR 4668 Lot 22
562-180-23	2	\$590.00	CAMPOS LILIA & ALEJANDRO	733 N HARVARD AVE	TR 4668 Lot 23
562-180-24	2	\$590.00	DU BOIS DIANE D	743 N HARVARD AVE	TR 4668 Lot 24
562-180-25	2	\$590.00	MORRIS ROGER GARY & ZENAIDA MAPANAO TRS	753 N HARVARD AVE	TR 4668 Lot 25
562-180-26	2	\$590.00	KERN ANDREW C & NATALIE A TRS	197 MINARETS AVE	TR 4668 Lot 26
562-180-27	2	\$590.00	MORROW JOELENE ANN	187 MINARETS AVE	TR 4668 Lot 27
562-180-28	2	\$590.00	STANLEY MATTHEW	177 MINARETS AVE	TR 4668 Lot 28
562-180-29	2	\$590.00	CINO JOHN C	157 MINARETS AVE	TR 4668 Lot 29
562-180-30	2	\$590.00	DELCAMPO JANELLE MARIE	137 MINARETS AVE	TR 4668 Lot 30
562-180-31	2	\$590.00	OPIE SARA JOAN TRUSTEE	117 MINARETS AVE	TR 4668 Lot 31
562-180-32	2	\$590.00	RALEY EVELYN	97 MINARETS AVE	TR 4668 Lot 32
562-180-33	2	\$590.00	SCHARF DONALD R & DOROTHY D SPENCER TRS	77 MINARETS AVE	TR 4668 Lot 33
562-180-34	2	\$590.00	BESTON LAURENCE O & MARYBETH TRS	57 MINARETS AVE	TR 4668 Lot 34
562-180-35	2	\$590.00	DUCAR FRANK LEROY & GINNIE ILENE TRS	58 OAK AVE	TR 4668 Lot 35
562-180-36	2	\$590.00	HOFER FERDINAND & ANTJE TRUSTEES	78 OAK AVE	TR 4668 Lot 36
562-180-37	2	\$590.00	JACKSON LEANNE RAE TRUSTEE	98 OAK AVE	TR 4668 Lot 37
562-180-38	2	\$590.00	BELLOW CHERYL	118 OAK AVE	TR 4668 Lot 38
562-180-39	2	\$590.00	DANSBY PAUL	138 OAK AVE	TR 4668 Lot 39
562-180-40	2	\$590.00	CENTRAL PACIFIC INVESTMENT CORPORATION	158 OAK AVE	TR 4668 Lot 40
562-180-41	2	\$590.00	KRUEGER TIMOTHY K	178 OAK AVE	TR 4668 Lot 41
562-180-42	2	\$590.00	HULL HARLAN & ROBIN	188 OAK AVE	TR 4668 Lot 42
562-180-43	2	\$590.00	DEWEY CARL C	198 OAK AVE	TR 4668 Lot 43
562-180-44	2	\$590.00	HAMES KENT L TRUSTEE	106 MINARETS AVE	TR 4668 Lots 16 & 17
562-180-46	2	\$590.00	MANALANSAN EDUARDO L & ROSEMARIE M	179 OAK AVE	TR 4661 Lot 1
562-180-47	2	\$590.00	AULT PHILIP H & COLLEEN K	189 OAK AVE	TR 4661 Lot 2
562-180-48	2	\$590.00	HAUS SPENCER N & CATHLEEN J	219 OAK AVE	TR 4661 Lot 3
562-180-49	2	\$590.00	BREWER RANDALL C & CHERI L TRUSTEES	249 OAK AVE	TR 4661 Lot 4
562-180-50	2	\$590.00	ENG MICHAEL S & PEARL K MA TRUSTEES	269 OAK AVE	TR 4661 Lot 5
562-180-51	2	\$590.00	KUYPER JASON J	797 N DARTMOUTH AVE	TR 4661 Lot 6
562-180-52	2	\$590.00	LOPEZ EMILIO & CRISTINA	787 N DARTMOUTH AVE	TR 4661 Lot 7
562-180-53	2	\$590.00	BESECKER RICHARD A & MARCIE E TRS	777 N DARTMOUTH AVE	TR 4661 Lot 8
562-180-54	2	\$590.00	WILLIAMS RICHARD E & LOLA T TRS	767 N DARTMOUTH AVE	TR 4661 Lot 9
562-180-55	2	\$590.00	STUEBNER KRIS & PRISCILLA	757 N DARTMOUTH AVE	TR 4661 Lot 10
562-180-56	2	\$590.00	CRUZ RAMIRO	747 N DARTMOUTH AVE	TR 4661 Lot 11
562-180-57	2	\$590.00	HOODE SUMANGALI	746 N DARTMOUTH AVE	TR 4661 Lot 12

*CITY OF CLOVIS*  
*ASSESSMENT DISTRICT NO. 1995-1*  
*(Blackhorse Estates)*  
*Assessment Roll*  
*Fiscal Year 2022-23*  
*Benefit Area 2*

<i>AGENDA ITEM NO. 22.</i>
----------------------------

Assessor's Parcel Number	Benefit Area	Assessment Amount	Property Owner	Property Address	Tract and Lot
562-180-58	2	\$590.00	SIRMAN JAMES A	756 N DARTMOUTH AVE	TR 4661 Lot 36
562-180-59	2	\$590.00	VAN PROYEN DARYL	766 N DARTMOUTH AVE	TR 4661 Lot 37
562-180-60	2	\$590.00	BYRD JAMES L & DOROTHY J TRUSTEES	268 OAK AVE	TR 4661 Lot 38
562-180-61	2	\$590.00	GIZZO EVELYN E	248 OAK AVE	TR 4661 Lot 39
562-180-62	2	\$590.00	JOHNSON KIM & BENJAMIN M	228 OAK AVE	TR 4661 Lot 40
<hr/>					
<b>TOTAL:</b>	<b>81</b>	<b>\$47,790.00</b>			



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 5, 2022

SUBJECT: Consider Introduction – Ord. 22-\_\_\_\_, R2008-007A3, A request to amend the Loma Vista Community Centers North and South Master Plan to remove the planned local street identified as Marengo Avenue within Planning Area 1 and Planning Area 2 and to adjust the underlying R-3 Zone District to reflect the modified circulation layout. AP Multifamily, LP, property owner; Wathen Castanos Homes, applicant; Precision Civil Engineering, representative. **(Continued from the June 20, 2022 council meeting.)**

**Staff:** Dave Merchen, City Planner  
**Recommendation:** Approve

ATTACHMENTS: 1. Draft Ordinance 22-\_\_\_\_  
 2. Master Plan Location and Planning Areas Map

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

Staff and the Planning Commission recommend that the City Council introduce an ordinance approving amendments to the Loma Vista Community Centers North and South Master Plan.

### EXECUTIVE SUMMARY

Wathen Castanos Homes (applicant) is requesting an amendment to the Loma Vista Community Centers North and South Master Plan (Master Plan) to eliminate a 700-foot-long section of a planned local street and to extend the existing R-3 Zone District to reflect the modified circulation layout (see Figure 1). The amendment is intended to prepare the subject parcel for a future residential project on the site, which is currently bisected by the planned street alignment. Amendments to the Master Plan are accomplished through the rezoning process. The Planning Commission considered this project at its May 26, 2022, meeting at which time the Commission voted to recommended approval 3-0-2, with Commissioner Bedstead and Chair Hinkle absent.

FIGURE 1 – PROJECT LOCATION



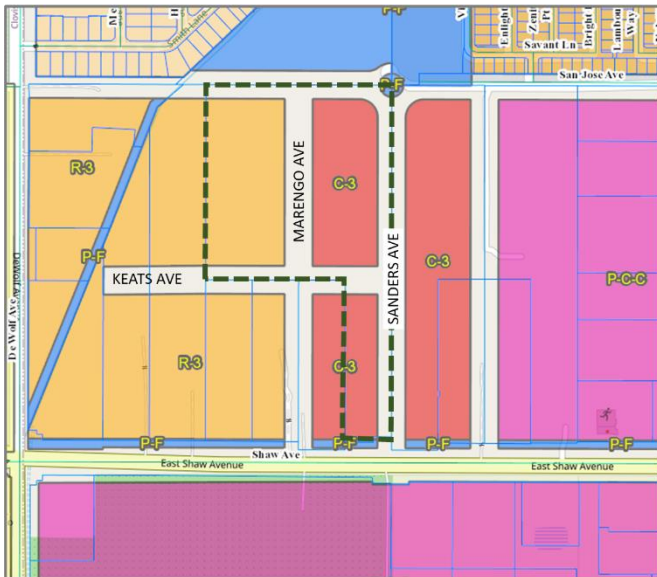
**BACKGROUND**

- General Plan Designation: H (High Density Residential) & MU-V (Mixed Use Village)
- Existing Zoning: R-3 and C-3
- Lot Size: 12.4 (approximately)
- Current Land Use: Vacant
- Adjacent Planned Land Uses:
  - North: Park (Public Facilities)
  - South: Mixed Use Village (Planned Commercial Center)
  - East: Mixed Use Village (Planned Commercial Center)
  - West: High Density Residential
- Previous Entitlements: No previous entitlements on the subject property

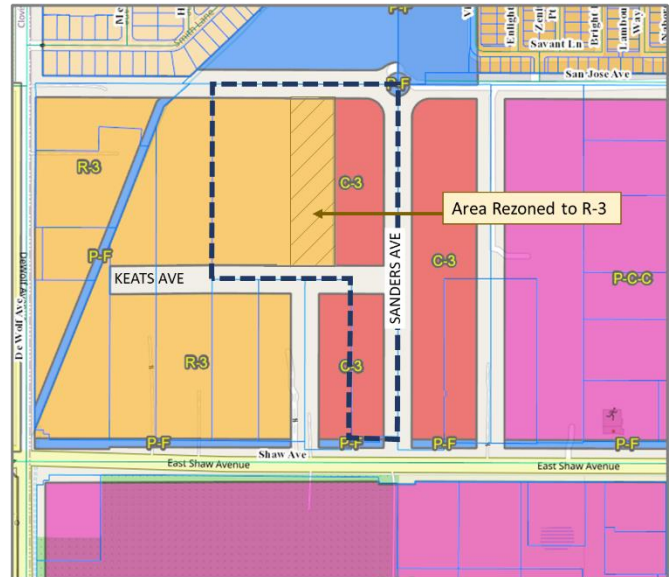
### PROPOSAL AND ANALYSIS

The project proposes amendments to the Loma Vista Community Centers North and South Master Plan that would modify the circulation layout to eliminate a 700-foot-long section of a planned local street alignment (Marengo Avenue). The proposed amendments would also extend the existing R-3 (Medium Density Multifamily Residential) Zone District on the site to encompass the area where the street was planned. A narrow sliver of C-3 (Commercial-Central Trading) zoning would also be changed to R-3 to accommodate a future residential project. After evaluating multiple designs, the applicant has determined that the proposed changes are necessary to allow a feasible residential project to move forward. The proposed changes are consistent with the General Plan and Loma Vista Specific Plan and, therefore, a general plan amendment is not required for this project.

EXISTING ZONING & STREET LAYOUT



PROPOSED ZONING & STREET LAYOUT



### Loma Vista Community Centers North and South Master Plan (Master Plan)

The Loma Vista Community Centers North and South Master Plan was adopted by the City Council through a rezoning approval in April of 2009. The Master Plan covers most of the area between Leonard Avenue on the east, DeWolf Avenue and the Jefferson Canal on the west, and Barstow and Gettysburg Avenues on the north and south (See Attachment 2). Properties north of Shaw Avenue are within Community Center North, and properties south of Shaw are within Community Center South. The Master Plan includes various design elements for the nearly 275 acre area including public open space, circulation, landscaping, architecture, housing products, and land use development standards. Land uses include high and very high residential densities, mixed use community center uses, commercial, and public facilities. The overall maximum residential density of the Master Plan is approximately 15 dwelling units per acre.

The Community Centers North and South are envisioned to be dynamic pedestrian-oriented districts with a complimentary mix of uses. The design and orientation of development will focus



on pedestrians, with amenities such as outdoor dining, public art, and enhanced sidewalks. Key features include ample open spaces such as community parks, pocket parks, plazas and paseos. Streets will be calmed to allow for convenient and safe pedestrian linkages. Community Center North, where the subject property sits, includes a designated mixed-use “Main Street” along the Sanders Avenue alignment. Internal trails will combine with the Jefferson Trail open space corridor to provide pedestrian linkages throughout. The Community Centers will be connected by a vehicular and pedestrian underpass at Shaw Avenue.

The proposed amendments are intended to support the development of a higher density residential project (up to 25 units per acre) consistent with the intent of the Master Plan, while retaining its key design features. Brief highlights of these features and their relationship to the proposed project are outlined as follows:

- *Street Circulation:* The street layout and design in the Master Plan are unique to its boundaries and are intended to enhance connectivity for pedestrians, bicycles, and cars alike. Marengo Avenue, a portion of which would be eliminated by the amendments, is identified as an “urban street” with a right-of-way of 60’. This type of local street is primarily intended to provide direct access to the properties along its alignment. It is not intended to gather traffic from adjacent streets like a collector or arterial street. If it is eliminated, greater emphasis would be placed on the Sander’s Avenue “Main Street”. Engineering staff has reviewed this change and found that no substantive impacts would occur from a traffic movement or congestion perspective.
- *Main Street:* A designated mixed-use “Main Street” along the Sanders Avenue alignment is envisioned, containing residential, retail, restaurants, and office space. Land uses will be integrated physically and functionally, by placing complementary uses adjacent to each other or above and below each other vertically. A portion of the Sanders-Main Street alignment sits along the eastern one-third of the subject parcel and will not be disrupted by the proposed Maser Plan amendments. While a narrow sliver of C-3 commercial zoning would be replaced by R-3 residential zoning, this change would help accommodate a higher density residential project which is also envisioned as part of the Main Street environment.
- *Main Street Undercrossing of Shaw Avenue:* The north end of Sanders-Main Street will be connected to the south end by a grade-separated crossing under Shaw Avenue. Vehicles traveling on Shaw will not be able to turn directly onto Sanders-Main Street because Sanders will be below grade at the intersection. Therefore, drivers will make use of a frontage road and the streets on either side of Sanders, including Marengo Avenue, to access Main Street. The portion of Marengo necessary to make this connection is not affected by the proposed amendments and will be retained to ensure the functionality of the Sanders-Main Street undercrossing.
- *Trails:* Trail alignments are planned along the Sanders-Main Street alignment, connecting the park space at the north end of the Master Plan with the Loma Vista Market Place just south of Shaw Avenue and the Loma Vista Village Green beyond. No trail alignments will be affected by the elimination of Marengo Avenue.

- *Gateways*: Six enhanced community gateways are featured within the Master Plan at intersections along DeWolf and Leonard Avenues. Gateways are characterized by intensified landscape and hardscape treatment at a comfortable pedestrian scale. These unique entrances are intended to establish a sense of place and arrival. The subject property does not have frontage along DeWolf or Leonard Avenues and no gateway locations will be affected by the elimination of Marengo Avenue.
- *Residential Development Standards*: Design and development standards for both single and multi-family development are included in the Master Plan, and the City's adopted residential objective standards will continue to apply. The project does not propose changes to any development standards.

### Amendments to the Master Plan

The Master Plan adopted by the Council in 2009 establishes provisions for subsequent amendments, including minor amendments, which can be approved administratively by staff, and major amendments, which require approval through the rezoning process. The amendments contemplated through the project currently under consideration fall under the major amendment category. In the staff analysis included with the original adoption of the Master Plan, staff noted "that as the project moves through development, there are going to be details that will require changes to the Master Plan Document." Thus far, at least five major amendments have been approved to facilitate development within the Master Plan boundaries, as summarized below. The Master Plan amendments currently under consideration are similar in nature and scale to the previously approved amendments.

- In 2015, an application by Wilson Development was approved to modify the Master Plan by adding nearly 2 acres to Community Center North, modifying the trail standards to accommodate a 26' wide paseo, modifying the street section to allow for back-on development on San Jose Avenue, allowing and establishing standards for private street sections specific to Planning Area 3, and modifying development standards for single family residential lots within Planning Area 3.
- In 2017, an application by Westgate Construction was approved to amend the development standards of Planning Area 4 to allow drive-up and drive-through restaurants for approximately 16 acres of property on the north side of Shaw Avenue, between De Wolf and Leonard Avenues.
- In 2017, an application by Wilson Development was approved to amend the Master Plan to modify the Circulation Plan and Planning Areas #7, #8 and #9, and create two new Planning Areas within the Loma Vista Community Center South with accompanying reclassifications to the R-3 and R-4 zone Districts.
- In 2017, an application initiated by the City of Clovis was approved to amend the circulation features of the Master Plan south of Shaw Avenue to eliminate curvilinear streets in favor of a conventional rectangular grid.

- In 2018, an application by Wilson Development was approved to amend the Master Plan to modify the development standards (setbacks/parking) of Planning #8A.

### Review and Comments from Agencies

The project was distributed to all City Divisions as well as outside agencies, including Cal Trans, Clovis Unified School District, Fresno Irrigation District, Fresno Metropolitan Flood Control District, AT&T, PG&E, San Joaquin Valley Air Pollution Control District, and the State Department of Fish and Wildlife. No comments were received relative to the proposed amendments to the Master Plan.

### Public Comments

No public comments or inquiries have been received regarding this Project as of the publication of the staff report.

Public notice of this project was published in The Business Journal on June 8, 2022.

### Planning Commission Consideration

The Planning Commission considered the proposed project at its May 26, 2022, meeting at which time the Commission recommended approval 3-0-2, with Commissioner Bedstead and Chair Hinkle absent. No public testimony was offered, and the Commission did not have any questions relative to the project.

### California Environmental Quality Act (CEQA)

The City has determined that no additional environmental review is required for this Project pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183. CEQA Guidelines Section 15183 mandates that projects with the development density established by existing zoning, community plan, or general plan policies for which an environmental impact report (EIR) was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.

The proposed amendments to the Master Plan have been determined to be consistent with the Loma Vista Specific Plan and the Environmental Impact Report (EIR) certified for the Loma Vista Specific Plan in February 2003. No changes to the Specific Plan are required. The EIR accounted for approximately 1,375,407 square feet of commercial development and more than 3,000 dwelling units within the community centers of the Loma Vista Urban Center. The minor changes proposed in conjunction with the Project would not result in changes to the conclusions reached in the EIR, and no impacts peculiar to the Project have been identified.

**REASON FOR RECOMMENDATION**

The proposed amendments to the Loma Vista Community Centers North and South Master Plan will facilitate the development of a residential project consistent with the intent of the Master Plan. The Project is consistent with the General Plan and Loma Vista Specific Plan. Key design features of the Master Plan will be retained with the proposed amendments, allowing a future project to move forward in conformance with the adopted design and development criteria. No negative effects have been identified as resulting from the proposal.

**ACTIONS FOLLOWING APPROVAL**

If the proposed Master Plan amendments are approved, the applicant intends to proceed with developing final project design documents based on the configuration of the parcel without Marengo Avenue.

Prepared by: Dave Merchen, City Planner

Reviewed by: City Manager *DM*

## ORDINANCE 22-\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING AND CHANGING THE OFFICIAL ZONE MAP OF THE CITY OF CLOVIS IN ACCORDANCE WITH SECTION 9.08.020 AND 9.86.010 OF THE CLOVIS MUNICIPAL CODE TO AMEND THE LOMA VISTA COMMUNITY CENTERS NORTH AND SOUTH MASTER PLAN TO MODIFY THE STREET LAYOUT AND ZONE DISTRICT BOUNDARIES IN PLANNING AREAS 1 AND 2 AND FINDING THAT NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED PURSUANT TO SECTION 15183 OF THE CEQA GUIDELINES**

## LEGAL DESCRIPTION:

See Attachment A.

**WHEREAS**, Wathen Castanos Homes has submitted an application (R2008-07A3) to amend the Loma Vista Community Centers North and South Master Plan (Master Plan) to remove the planned local street identified as Marengo Avenue within Planning Area 1 and Planning Area 2 and to adjust the underlying R-3 (Medium Density-Multifamily Residential) Zone District to reflect the modified circulation layout; and

**WHEREAS**, the proposed amendments to the Master Plan will facilitate development as envisioned within the Master Plan by preparing the site for a future residential development project; and

**WHEREAS**, the Planning Commission held a duly noticed hearing on May 26, 2022, to consider the project, at which time interested persons were given the opportunity to comment on the project; and

**WHEREAS**, the Planning Commission voted and recommended that the City Council approve Rezone R2008-007A3; and

**WHEREAS**, the Planning Commission's recommendations were forwarded to the City Council for consideration; and

**WHEREAS**, the City published notice of the public hearing in the Fresno Business Journal on June 8, 2022, mailed public notices to property owners within 600 feet of the Property ten (10) days prior to the City Council hearing, and otherwise posted notice of the public hearing according to applicable law; and

**WHEREAS**, the City Council considered the CEQA analysis outlined in the staff report and elsewhere in the Administrative Record which determined that no additional environmental review is required for this Project pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183; and

**WHEREAS**, a duly noticed hearing was held on July 5, 2022; and

**WHEREAS**, the City Council has had an opportunity to review and consider the entire Administrative Record relating to the Project, which is on file with the Department, and reviewed and considered those portions of the Administrative Record determined to be necessary to make an informed decision, including, but not necessarily limited to, the staff report, the written materials submitted with the request, and the verbal and written testimony and other evidence presented during the public hearing.

**NOW, THEREFORE, BASED UPON THE ENTIRE RECORD OF THE PROCEEDINGS, THE CITY COUNCIL FINDS AS FOLLOWS:**

1. The proposed Project is consistent with the goals, policies, and actions of the General Plan and the Loma Vista Specific Plan.
2. The proposed Project would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.
3. The Property is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested amendments.
4. The City Council finds that no additional environmental review is required for the Project pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183.
5. The basis for the findings is detailed in the July 5, 2022 staff report, which is hereby incorporated by reference, the entire Administrative Record, as well as the evidence and comments presented during the public hearing.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLOVIS DOES ORDAIN AS FOLLOWS:**

Section 1 The Official Map of the City is amended in accordance with Section 9.08.020 and Chapter 9.86 of the Clovis Municipal Code by rezoning certain land in the City of Clovis, County of Fresno, State of California, to wit:

LEGAL DESCRIPTION:

See Attachment A.

From the C-3 (Central Trading) and Unclassified Zone Districts to the R-3 (Medium Density-Multiple Family) Zone District.

Section 2 This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

APPROVED: July 5, 2022

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

\* \* \* \* \*

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on July 5, 2022, and was adopted at a regular meeting of said Council held on July 18, 2022, by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: July 18, 2022

\_\_\_\_\_  
City Clerk

**ATTACHMENT A  
LEGAL DESCRIPTION**

The land referred to herein is situated in the City of Clovis, County of Fresno, State of California and described as follows:

That portion of Parcel 4 of Parcel Map No. 3033 per the Parcel Map recorded May 20, 1976 in Book 20 of Parcel Maps, at Page 52, Fresno County Records, more particularly described as follows:

Commencing at the Northwest corner of said Parcel 4;

Thence along the North line of said Parcel 4, North 89°44'05" East for a distance of 300.00 feet to the True Point of Beginning;

Thence continuing along the North line of said Parcel 4, North 89°44'05" East for a distance of 160.00 feet;

Thence leaving the North line of said Parcel 4, South 00°27'59" East for a distance of 661.10 feet to the North line of Parcel 3 of said Parcel Map;

Thence along the North line of Parcel 2 and Parcel 3 of said Parcel Map, South 89°42'56" West for a distance of 160.00 feet;

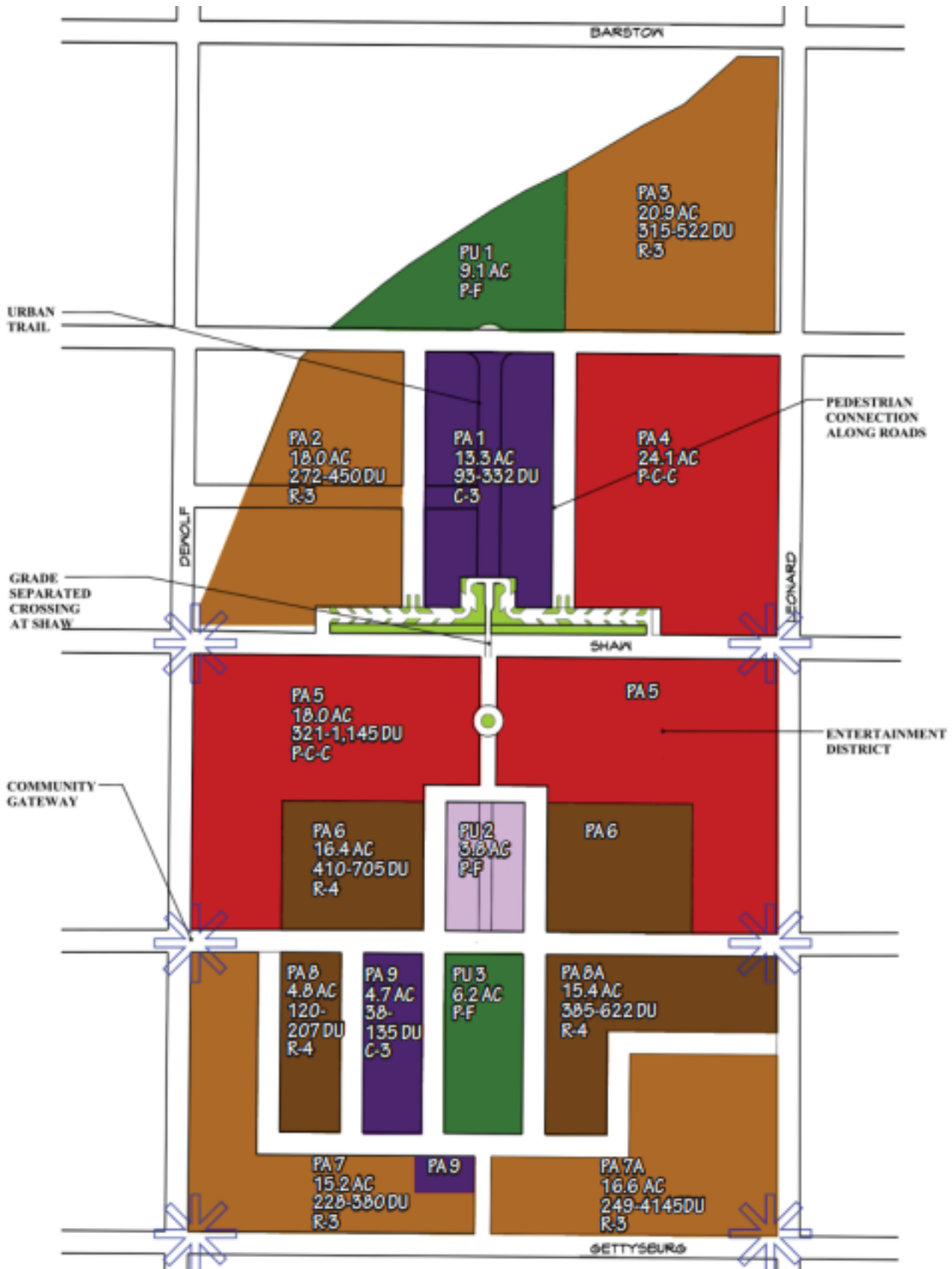
Thence leaving the North line of said Parcel 2, North 00°27'59" West for a distance of 661.25 feet to the True Point of Beginning.

Containing an approximate area of 2.43 acres, more or less.



# Loma Vista Community Centers North and South Master Plan

## Location & Planning Areas





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Finance Department  
 DATE: July 5, 2022  
 SUBJECT: Receive and File - 2020-21 Single Audit and Independent Auditors' Reports.

**Staff:** Jay Schengel, Finance Director / Andrew Haussler, Assistant City Manager

**Recommendation:** Receive and File

ATTACHMENTS: 1. 2020-21 Single Audit and Independent Auditors' Reports

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

That the Council receive and file the 2020-21 Single Audit and Independent Auditor's Reports.

### EXECUTIVE SUMMARY

The City of Clovis' annual comprehensive financial report (ACFR) was audited and received an unqualified opinion from The Pun Group LLP, a firm of independent, licensed certified public accountants, which means the financial statements for the fiscal year ending June 30, 2021, are free of material misstatement and are fairly presented in conformity with Generally Accepted Accounting Principles (GAAP).

The City normally publishes the annual Single Audit as part of the annual ACFR annually in December but was unable to do so due to the lack of published auditing standards related to the Coronavirus State and Local Fiscal Recovery Funds.

The Single Audit did identify one "finding" for the Community Development Block Grant Program. The "finding" was administrative and not financial in nature and the issue has been corrected by staff.

### BACKGROUND

The Annual Comprehensive Financial Report (ACFR) is normally presented in three sections: Introductory, Financial, and Single Audit. In December 2021, the Introductory and Financial

Sections of the ACFR were presented. The City is required to undergo an annual single audit in conformity with the provisions of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The Uniform Guidance was not updated until January 2022 causing a delay in the issuance of the Single Audit Section.

Information related to the single audit is included the auditor's Single Audit and Independent Auditors' Reports, including the schedule of federal financial assistance and the auditors' reports on the internal control structure and compliance with applicable laws and regulations.

The Single Audit did identify one "finding" for the Community Development Block Grant Program (Page 8 of the Single Audit). The "finding" was administrative and not a financial issue. The issue related to the lack of documentation being in project files. This occurred due to City policy not being followed and has since been addressed.

### **FISCAL IMPACT**

This information provided related to the Single Audit affirms that the City's financial activity is accounted for in accordance with Generally Accepted Accounting Principles (GAAP).

### **REASON FOR RECOMMENDATION**

The Single Audit and Independent Auditors' Reports are formally being submitted to the Council.

### **ACTIONS FOLLOWING APPROVAL**

After receipt by the Council, the Single Audit will be distributed to interested parties, and copies will be made available for public review.

Prepared by: Jay Schengel, Finance Director

Reviewed by: City Manager *JS*

# City of Clovis

Clovis, California

## Single Audit and Independent Auditors' Reports

*For the Year Ended June 30, 2021*



**City of Clovis  
Single Audit Reports  
For the Year Ended June 30, 2021**

**Table of Contents**

	<u>Page</u>
<b>Independent Auditors’ Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i></b> .....	1
<b>Independent Auditors’ Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance, and on Schedule of Expenditures of Federal Awards</b> .....	3
Schedule of Expenditures of Federal Awards .....	5
Notes to the Schedule of Expenditures of Federal Awards.....	6
Schedule of Findings and Questioned Costs .....	7

*This page intentionally left blank.*

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

**Independent Auditors' Report**

To the Honorable Mayor and Members of City Council  
of the City of Clovis  
Clovis, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Clovis, California (the "City") as of and for the year ended June 30, 2021, and the related notes to the basic financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated November 15, 2021.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's basic financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



To the Honorable Mayor and Members of City Council  
of the City of Clovis  
Clovis, California  
Page 2

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*The PwC Group, LLP*

San Diego, California  
November 15, 2021

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND  
ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE,  
AND ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**Independent Auditors' Report**

To the Honorable Mayor and Members of City Council  
of the City of Clovis  
Clovis, California

**Report on Compliance for Each Major Program**

We have audited the City of Clovis, California's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2021. The City's major federal programs are identified in the summary of the auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

**Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

**Opinion on Each Major Federal Program**

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

**Other Matters**

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2021-001. Our opinion on each major federal program is not modified with respect to these matters.

The City's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

**Report on Internal Control Over Compliance**

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify certain deficiencies in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2021-001, that we consider to be a material weakness.

The City's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

**Report on Schedule of Expenditures of Federal Awards**

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated November 15, 2021, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming our opinion on the City's financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



**City of Clovis**  
**Schedule of Expenditures of Federal Awards**  
**For the Year Ended June 30, 2021**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
<b>U.S. Department of Housing and Urban Development</b>			
<i>Direct Program:</i>			
<b>CDBG Entitlement Grants Cluster:</b>			
Community Development Block Grant-Entitlement	14.218	B-14-MC-06-0062	\$ 50,090
Community Development Block Grant-Entitlement	14.218	B-15-MC-06-0062	4,346
Community Development Block Grant-Entitlement	14.218	B-17-MC-06-0062	2,346
Community Development Block Grant-Entitlement	14.218	B-18-MC-06-0062	88,305
Community Development Block Grant-Entitlement	14.218	B-19-MC-06-0062	23,677
COVID-19 - Community Development Block Grant-Entitlement	14.218	B-19-MW-06-0062	187,830
Community Development Block Grant-Entitlement	14.218	B-20-MC-06-0062	357,395
COVID-19 - Community Development Block Grant-Entitlement	14.218	B-20-MW-06-0062	1,043,748
<b>CDBG Entitlement Grants Cluster</b>			<u>1,757,737</u>
<b>Total U.S. Department of Housing and Urban Development</b>			<u>1,757,737</u>
<b>U.S. Department of Justice</b>			
<i>Direct Programs:</i>			
COVID-19 - Coronavirus Emergency Supplemental Funding Program	16.034	n/a	24,621
<b>Total U.S. Department of Justice</b>			<u>24,621</u>
<b>U.S. Department of Transportation</b>			
<i>Passed-Through California State Department of Transportation:</i>			
<b>Highway Planning and Construction Cluster:</b>			
Highway Planning and Construction	20.205	06-5208	3,077,661
<b>Highway Planning and Construction Cluster</b>			<u>3,077,661</u>
<i>Passed-Through California Office of Traffic Safety:</i>			
<b>Highway Safety Cluster:</b>			
State and Community Highway Safety	20.600	PT20028	8,437
State and Community Highway Safety	20.600	PT21020	9,181
<b>State and Community Highway Safety Subtotal</b>			<u>17,618</u>
Traffic Records Improvement Project	20.616	TR21008	42,261
<b>Highway Safety Cluster Total</b>			<u>59,879</u>
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	PT20028	4,222
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	PT21020	29,788
<b>Minimum Penalties for Repeat Offenders for Driving While Intoxicated Total</b>			<u>34,010</u>
<b>Total U.S. Department of Transportation</b>			<u>3,171,550</u>
<b>U.S. Department of Treasury</b>			
<i>Direct Programs:</i>			
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	n/a	8,645,588
<i>Passed-Through County of Fresno:</i>			
COVID-19 - Coronavirus Relief Fund	21.019	n/a	612,223
<i>Passed-Through California State Controller's Office:</i>			
COVID-19 - Coronavirus Relief Fund	21.019	n/a	1,471,470
<b>Coronavirus Relief Fund Total</b>			<u>2,083,693</u>
<b>Total U.S. Department of Treasury</b>			<u>10,729,281</u>
<b>U.S. Department of Homeland Security</b>			
<i>Direct Programs:</i>			
Assistance to Firefighters	97.044	n/a	8,803
Staffing for Adequate Fire and Emergency Response	97.083	n/a	311,479
<i>Passed-Through County of Fresno:</i>			
State Homeland Security Program (SHSP)	97.067	97.067	30,900
<b>Total U.S. Department of Homeland Security</b>			<u>351,182</u>
<b>Total Expenditures of Federal Awards</b>			<u>\$ 16,034,371</u>

**City of Clovis**  
**Notes to the Schedule of Expenditures of Federal Awards**  
**For the Year Ended June 30, 2021**

---

**Note 1 – Reporting Entity**

The financial reporting entity consists of (a) the primary government, City of Clovis, California (the “City”), (b) organizations for which the primary government is financially accountable, including the Clovis Community Development Agency (dissolved on February 1, 2012 and established a Successor Agency, which is reported as a private-purpose trust fund in the City’s financial statements), Clovis Municipal Development Corporation, and Clovis Public Financing Authority, and (c) other organizations for which the primary government is not accountable, but for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete.

**Note 2 – Summary of Significant Accounting Policies****Basis of Accounting**

Funds received under the various grant programs have been recorded within governmental fund types of the City. The City utilizes the modified accrual method of accounting for the governmental fund type. The accompanying Schedule of Expenditures of Federal Awards (“Schedule”) has been prepared on the modified accrual basis of accounting and is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”). Therefore, some amounts presented in the schedule may differ from amounts presented in, or used in, the preparation of the City’s basic financial statements.

**Schedule of Expenditures of Federal Awards**

The accompanying Schedule presents the activity of all federal financial assistance programs of the City. Federal financial assistance received directly from federal agencies as well as federal financial assistance passed through the State of California, County of Fresno, and/or City of Fresno is included in the Schedule.

The Schedule was presented only from the accounts of various grant programs and, therefore, does not present the financial position or results of operations of the City.

**Note 3 – Indirect Cost Rate**

The City did not elect to use the 10-percent de minimis indirect rate as allowed under the Uniform Guidance.

**City of Clovis**  
**Schedule of Findings and Questioned Costs**  
**For the Year Ended June 30, 2021**

**SECTION I – SUMMARY OF AUDIT RESULTS**

**Financial Statements**

Type of report the auditors issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? No
- Significant deficiency(ies) identified? None Reported

Noncompliance material to financial statements noted? No

**Federal Awards**

Internal control over major programs:

- Material weakness(es) identified? 2021-001
- Significant deficiency(ies) identified? None Reported

Type of auditor’s report issued on compliance for major programs Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? No

Identification of major programs:

Name of Federal Program or Cluster	Federal CFDA Number	Federal Expenditures
<b>Major Programs:</b>		
CDBG Entitlement Grants Cluster	14.218	\$ 1,757,737
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	8,645,588
COVID-19 - Coronavirus Relief Fund	21.019	2,083,693
<b>Total Major Program Expenditures</b>		<b>\$ 12,487,018</b>
<b>Total Expenditures of Federal Awards</b>		<b>\$ 16,034,371</b>
<b>Percentage of Total Expenditures of Federal Awards</b>		<b>77.88%</b>

Dollar threshold used to distinguish between type A and type B programs \$750,000

Auditee qualified as low-risk auditee in accordance with 2 CFR 200.520? Yes

**City of Clovis**  
**Schedule of Findings and Questioned Costs (Continued)**  
**For the Year Ended June 30, 2021**

**SECTION II – FINANCIAL STATEMENT FINDINGS**

**A. Current Year Financial Statement Findings**

No financial statement findings were noted for the year ended June 30, 2021.

**B. Prior Year Financial Statement Findings**

No financial statement findings were noted for the year ended June 30, 2020.

**SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS**

**A. Current Year Findings and Questioned Costs – Major Federal Award Program Audit**

**Finding 2021-001 Special Tests and Provisions – Internal Control and Compliance over Rehabilitation**

**Information on the Federal Program:**

Federal Catalog Number:	14.218
Federal Program Name:	CDBG - Entitlement Grants Cluster
Federal Agency:	Department of Housing and Urban Development
Pass-Through Entity:	N/A
Federal Award Number and Award Year:	B-14-MC-06-0062 – FY 14-15; B-15-MC-06-0062 – FY 15-16 B-16-MC-06-0062 – FY 16-17; B-17-MC-06-0062 – FY 17-18 B-18-MC-06-0062 – FY 18-19; B-19-MC-06-0062 – FY 19-20 B-19-MW-06-0062 – FY 19-20; B-20-MC-06-0062 – FY 20-21 B-20-MW-06-0062 – FY 20-21

**Criteria:**

Per the 2021 OMB Compliance Supplement, Part 4 - CDBG - Entitlement Grants Cluster, Special Tests and Provisions – Rehabilitation, “When CDBG funds are used for rehabilitation, the grantee must ensure that the work is properly completed (24 CFR section 570.506).”

*2 CFR section 570.506 Records to be maintained*, states “Each recipient shall establish and maintain sufficient records to enable the Secretary to determine whether the recipient has met the requirements of this part. At a minimum, the following records are needed:

(h) Financial records, in accordance with the applicable requirements listed in § 570.502, including source documentation for entities not subject to 2 CFR part 200. Grantees shall maintain evidence to support how the CDBG funds provided to such entities are expended. Such documentation must include, to the extent applicable, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), and/or other documentation appropriate to the nature of the activity. Grantee records pertaining to obligations, expenditures, and drawdowns must be able to relate financial transactions to either a specific origin year grant or to program income received during a specific program year.

**Condition:**

During our audit of the CDBG - Entitlement Grants Cluster, we noted six out of six rehabilitation samples selected for testing were missing required information needed to determine if the rehabilitation work is properly completed. Six out of the six samples were missing the rehabilitation contract used to determine that the deficiencies noted in the pre-rehabilitation inspection were included in the work to be completed. Five out of the six samples were missing the final inspection documenting that the grantee inspected the rehabilitation work upon completion to assure that it is carried out in accordance with contract specifications.

**City of Clovis**  
**Schedule of Findings and Questioned Costs (Continued)**  
**For the Year Ended June 30, 2021**

**SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS (CONTINUED)**

**A. Current Year Findings and Questioned Costs – Major Federal Award Program Audit (Continued)**

**Finding 2021-001 Special Tests and Provisions – Internal Control and Compliance over Rehabilitation (Continued)**

**Cause:**

The City did not keep adequate files with one or more of the documents missing that are being requested; i.e. pre-rehabilitation inspection or scope of work write ups noting deficiencies to be corrected, rehabilitation contracts that incorporated the deficiencies to be corrected, and final inspection reports.

**Effect or Potential Effect:**

Without proper documentation, the auditor was unable to determine if the rehabilitation work was properly completed.

**Questioned Costs:**

None.

**Context:**

We selected six out of 36 rehabilitation projects for the CDBG - Entitlement Grants Cluster for testing.

**Identification as a Repeat Finding, if Applicable:**

Not applicable.

**Recommendation:**

We recommend the City enhance the internal control procedures to ensure the required Rehabilitation records are maintained to determine if the rehabilitation work was properly completed.

**View of Responsible Officials:**

The City concurs with the auditor's finding. The City's Finance Department has implemented procedures to maintain proper record keeping for the program. There is a new Housing Program Manager at the City and the files and record keeping are currently administered in strict adherence to CDBG and HUD program regulations and follows the general sequence below:

1. City manages an interest list and accepts rehabilitation applications when funding is available, on a first-come-first-served basis.
2. City staff reviews application for eligibility and forwards accepted applications to construction inspector (in this case it was Habitat for Humanity) for inspection and work write up.
3. Dependent on the inspection, construction inspector may recommend applicant for funding, or identify applicants that are not qualified due to scope of work being ineligible.
4. City staff, construction inspector, and homeowner review, approve and sign Scope of Work for file.
5. City works with applicant to obtain bids.
6. Applicant advises City which contractor they are selecting.
7. City drafts Rehabilitation Contract between City and Applicant, forwards to Applicant for signatures, signs and submits to construction inspector and to file.
8. Construction inspector and applicant oversee construction work.



**City of Clovis**  
**Schedule of Findings and Questioned Costs (Continued)**  
**For the Year Ended June 30, 2021**

---

**SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS (CONTINUED)**

**A. Current Year Findings and Questioned Costs – Major Federal Award Program Audit (Continued)**

**Finding 2021-001 Special Tests and Provisions – Internal Control and Compliance over Rehabilitation (Continued)**

**View of Responsible Officials (Continued):**

9. After completion, construction inspector and applicant have a final inspection of finished work, and both sign off on Certification of Final Inspection and Statement of Satisfaction (for file). Or a punch list is prepared if additional work is needed.
10. City administers all invoicing and payments.
11. File is closed, construction inspector provides closed file, including pictures and correspondence, to City for records retention.

**B. Prior Year Findings and Questioned Costs – Major Federal Award Program Audit**

No findings or questioned costs were noted on major federal award programs for the year ended June 30, 2020.



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: July 5, 2022

SUBJECT: Consider – Authorize Submittal of Argument in Support of Transient Occupancy Tax Increase Measure to the Fresno County Clerk/Registrar of Voters for the Voter Information Guide for the November 8, 2022, Municipal Election.

**Staff:** Karey Cha, City Clerk  
**Recommendation:** Consider

ATTACHMENTS: 1. Draft Argument

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to consider and authorize the Mayor to sign and file an argument in support of the Transient Occupancy Tax ballot measure for the November 8, 2022, General Municipal Election.

### EXECUTIVE SUMMARY

The City Council has approved placing a measure for a proposed 2% increase to the City's Transient Occupancy Tax (TOT) on the ballot for the November 8, 2022, municipal election. Elections Code Section 9282, subd. (b) authorizes the City Council or any member or members of the City Council authorized by the City Council to file a written argument in support of the measure. The argument will appear in the Voter Pamphlet prepared by the County and mailed to voters in the City.

### BACKGROUND

In November 2021, Police Chief Fleming presented the State of the Police Department to the City Council indicating a shortage in staffing and forecasting cutbacks in services due to the need for additional funding. In January 2022, the City Council appointed a 25-member Citizens Advisory Committee (CAC) to evaluate the staffing levels of the Police Department, determine if additional funding is needed, and to identify what kind of city they want to live in. After six committee meetings, the CAC presented the following findings at a joint meeting with the City

Council: a majority of the Committee do not feel that the current Clovis Police Department staffing and funding is adequate for Clovis to remain the safest city in the Valley; a majority of the Committee agree that additional sworn police officers are needed over the next five years; and a majority of the Committee agree that if an increase in services and resources is pursued, it should be funded by some form of tax increase ballot measure for the voters to decide.

Last month the City Council approved placing a measure for a proposed 2% increase to the City's Transient Occupancy Tax (TOT) on the ballot for the November 8, 2022, municipal election. Elections Code Section 9282, subd. (b) authorizes the City Council or any member or members of the City Council authorized by the City Council to file a written argument in support of the measure. Only one argument in support of the measure will appear in the Voter Information Guide, and an argument from the Mayor authorized by the City Council will be the argument printed in the Guide as required by Elections Code Section 9287. The written argument is limited to no more than 300 words. If authorized, the argument will appear in the Voter Information Guide prepared by the County and mailed to voters in the City.

#### **FISCAL IMPACT**

The City has already requested the County to conduct the Municipal Election for the City, and the cost of printing the argument in the Voter Information Guide will be included in the election costs the City must pay the County to conduct the election.

#### **REASON FOR RECOMMENDATION**

The City Council approved placing the measure on the ballot for the upcoming Municipal Election. Authorizing the Mayor to file an argument in support of the measure is permissible under Elections Code Section 9282.

#### **ACTIONS FOLLOWING APPROVAL**

Staff will assist the Mayor in finalizing and submitting an argument in favor of the ballot measure to the Fresno County Clerk-Registrar of Voters.

Prepared by: Karey Cha, City Clerk

Reviewed by: City Manager *[Signature]*

**ARGUMENT IN FAVOR OF MEASURE \_\_\_\_**

Vote YES on Measure \_\_\_\_\_. The Clovis City Council approved placing Measure \_\_\_ on the ballot after a 25-person community member citizens advisory committee recommended placing a tax measure before the voters of Clovis to raise additional revenue to fund the hiring and retention of more police officers to help Clovis remain the safest city in the central valley.

Measure \_\_\_\_ would raise the Transient Occupancy Tax (TOT) in the City of Clovis from 10% to 12%. This is the hotel tax paid by tourists and visitors who stay in our hotels and motels; City of Clovis residents do not pay this tax unless they stay in a local hotel or motel.

Visitors use our streets, parks, and emergency services as they enjoy all that Clovis has to offer, and we welcome all to experience what Clovis has to offer. Raising the TOT represents a direct and fair way to recover the increased costs associated with visitor stays in Clovis.

A 2% increase in the TOT will bring in an additional \$500,000 annually and will make the TOT rate in Clovis the same as Fresno and other nearby cities. Approval of Measure \_\_ will help Clovis maintain the important balance between remaining competitive for tourism dollars and providing needed funding for critical public safety services.

Measure \_\_\_\_ revenues will be available to help fund critical police services and hire additional police officers, and because none of the money can be taken away by the State, all Measure \_\_\_\_ revenue will stay here in Clovis.

Please join me in voting YES on Measure \_\_\_\_\_, and help provide additional funding to keep Clovis the safest city in the central valley.

---

**Jose Flores, Mayor of the City of Clovis**



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Administration  
 DATE: July 5, 2022  
 SUBJECT: Consider Approval – Change of Council Meeting Schedule.

**Staff:** John Holt, City Manager

**Recommendation:** Approve

ATTACHMENTS: None.

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to approve the cancellation of the regular Council meeting scheduled for Monday, July 11, 2022.

### EXECUTIVE SUMMARY

There is a need to change the schedule of meeting for the City Council in July. Staff is recommending that City Council cancel the meeting of July 11, 2022.

### BACKGROUND

Staff is able to consolidate the agenda items to the first and third meetings in July. Staff is recommending that City Council consider canceling the meeting of July 11, 2022. Given adequate notice, staff will be able to amend the timing of actions coming forward so that operations will not be affected by the cancellations.

### FISCAL IMPACT

None.

### REASON FOR RECOMMENDATION

Pursuant to the Clovis Municipal Code, the City Council meets in regular session on the first, second, and third Monday of each month, except when those Mondays occur on a recognized City holiday. The City Council needs to confirm any change to the schedule of meetings in order to properly notice the public of the City Council's schedule of meetings.

**ACTIONS FOLLOWING APPROVAL**

A revised schedule of meetings will be published in conformance with law.

Prepared by: Rebecca Simonian, Executive Assistant

Reviewed by: City Manager *RS*