
MEMORANDUM OF UNDERSTANDING

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

July 1, 2024 through June 30, 2027



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

C.	EXCEPTIONS TO STANDARD WORK PERIODS	13
D.	OVERTIME POLICY: DEFINITION	13
E.	OVERTIME COMPENSATION	14
F.	OVERTIME COMPUTATION: STANDARD WORK WEEK.....	14
G.	OVERTIME PROVISIONS – POLICE DISPATCH	14
H.	STAND-BY COMPENSATION	15
I.	OVERTIME CONDITIONS: LOCAL PERIL OR DISASTER	16
J.	DEDUCTIONS	16
K.	PAID HOLIDAYS.....	17
L.	COMPENSATION FOR WORK ON PAID HOLIDAYS.....	18
M.	COMPENSATION DURING ATTENDANCE OF A TRAINING COURSE DURING VACATION, HOLIDAYS, DAY OFF	18
N.	SICK LEAVE COMPENSATION.....	19
O.	COMPENSATION FOR TEMPORARY WORK IN HIGHER CLASSIFICATIONS	19
P.	COMPENSATION FOR FRACTIONS OF HOURS WORKED	20
Q.	RETIREMENT COMPENSATION.....	20
R.	ACCUMULATION OF PAID IN-LIEU HOLIDAYS	21
S.	NON-MANAGEMENT EXEMPT EMPLOYEE	22
T.	TUITION REIMBURSEMENT	22
U.	COMPENSATION FOR USE OF PRIVATE AUTOMOBILE IN CITY BUSINESS.....	22
V.	UNIFORM AND TOOL ALLOWANCE.....	22
W.	DEFERRED COMPENSATION	24
X.	CERTIFICATION PAY	24
Y.	BILINGUAL PAY	25
Z.	COMMERCIAL DRIVER’S LICENSE PILOT PROGRAM.....	25
XX.	ANNUAL VACATION LEAVE.....	25
A.	PURPOSE OF ANNUAL VACATION LEAVE.....	25
B.	ELIGIBILITY FOR ANNUAL VACATION LEAVE	25
C.	ACCRUAL OF ANNUAL VACATION LEAVE.....	25
D.	ACCUMULATION OF ANNUAL VACATION LEAVE.....	26
E.	SCHEDULING OF VACATION LEAVE	26
F.	WORKING DURING VACATION LEAVE.....	27
G.	HOLIDAYS WITHIN VACATION LEAVE.....	27
H.	ILLNESS WITHIN VACATION LEAVE.....	27

H.	RIGHT OF APPEAL: HEARING	37
I.	RIGHT OF APPEAL: REPRESENTATION	37
J.	RIGHT OF APPEAL: FAILURE OF EMPLOYEE TO APPEAR	37
K.	RIGHT OF APPEAL: DECISION	37
L.	EFFECT OF DISCIPLINARY ACTIONS	38
M.	RELEASING OF INFORMATION RELATIVE TO DISCIPLINARY ACTION AGAINST MUNICIPAL EMPLOYEES	38
N.	INFORMAL COUNSELING WITH THE CITY MANAGER	39
O.	NON-APPLICABILITY	39
XXV.	MISCELLANEOUS	39
A.	REPORTS OF CHANGE OF STATUS	39
B.	DAMAGE CLAIMS.....	39
C.	GRATUITIES.....	39
D.	OUTSIDE EMPLOYMENT.....	39
E.	CONFLICT OF INTEREST	40
F.	HEALTH, DENTAL AND VISION.....	40
G.	INSURANCE - LIFE	41
H.	RETIREMENT.....	41
I.	PERSONNEL FILES	41
J.	POSITION RECLASSIFICATION.....	42
K.	EMPLOYEE ASSISTANCE PROGRAM POLICY	42
L.	FLEXIBLE BENEFITS PROGRAM	42
M.	VEHICLE USE POLICY.....	43
N.	ADMINISTRATION FEE	43
O.	LABOR MANAGEMENT MEETING.....	43
P.	UNION DUES AND RIGHTS.....	43
Q.	REVISED AND/OR NEW PERSONNEL POLICIES	44
R.	LEAVE BANK DONATIONS.....	44
S.	ELECTION RULES.....	44
T.	TIME CLOCKS	44
XXVI.	GRIEVANCE PROCEDURE	44
A.	PURPOSE OF CHAPTER	44
B.	MATTERS SUBJECT TO GRIEVANCE PROCEDURES	45

July 1, 2024 through June 30, 2027

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

I. RECOGNITION

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

II. PURPOSE

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

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

III. NON-DISCRIMINATION

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

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

IV. MAINTENANCE OF BENEFITS

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

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

VII. EMPLOYEE RIGHT TO REPRESENTATION

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

VIII. UNIT MEMBERSHIP

Pursuant to AB119, the City shall provide the Union, in writing, at the Union's request, a list of all employees subject to this MOU, of such employee's name, address, phone number, email address, class title and department. The list shall consist of all employees that are members and/or are eligible to be members of CLOCEA. This list shall be provided to the Union on a quarterly basis.

IX. AVAILABILITY OF RULES AND REGULATIONS

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

X. WORK ACCESS AND EMPLOYEE INFORMATION

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

XI. NOTICE OF CHANGE OF WORK RULES

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

XII. UNION SECURITY

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

XV. SEVERABILITY

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

XVI. RENEGOTIATION

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

XVII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

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

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

XVIII. TERM

The provisions of the Memorandum of Understanding shall become effective July 1, 2024 as it relates to retro salary increase only and shall continue through and include June 30, 2027, and thereafter until the parties have reached a successor MOU.

XIX. COMPENSATION AND HOURS

A. APPLICATION OF SALARY RANGES AND RATES

1. Appointment

Initial appointments to classes assigned in a pay range in the City Compensation Plan shall be at the first step of the salary range, provided that the City Manager may make an

C. EXCEPTIONS TO STANDARD WORK PERIODS

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

The following departments shall participate in a one-year pilot program from May 1st to September 30th for an alternative work schedule as follows: Water, Streets, Sewer Collections, and Storm Drain.

The pilot program shall automatically stop after the first year unless both the Unit and the City agree to continue the program for the remainder of the term of this agreement.

The Parks and Recreation Department shall not be part of the pilot program and shall continue to work 6:00 am to 2:30 pm year round.

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

D. OVERTIME POLICY: DEFINITION

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

4. Unscheduled Overtime: When an employee returns to work because of a departmental request to work outside of his/her regular shift or the overtime is scheduled less than five (5) days in advance.
5. Compensation Scheduled Overtime: When an employee works overtime that is scheduled five (5) days or more in advance, the two (2) hour minimum stated below shall not apply. The overtime shall be compensated at either one and one-half (1 ½) of the employees' regular rate of pay or upon the request of the employee one and one-half (1 ½) hours of compensatory time for each overtime hour worked, unless sick leave is taken during that pay period.
6. Compensation Unscheduled Overtime: When an employee returns to work because of a departmental request to work outside of his/her regular shift or the overtime is scheduled less than five (5) days in advance, the employee shall be credited with two (2) hours of pay or two (2) hours of compensatory time off plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he/she was called back. Overtime shall be compensated at either one and one-half (1 ½) of the employees' regular rate of pay or upon the request of the employee one and one-half (1 ½) hours of compensatory time for each overtime hour worked, unless sick leave is taken during that pay period.
7. Maximum accrual: The maximum compensatory accrual shall be one hundred and twenty (120) hours. Any time worked in excess of the one hundred and twenty (120) hour cap shall be compensated in cash.
8. Separation of employment: When an employee leaves the City (for either voluntary or involuntary reason(s)), the City will "buy-out" or compensate the employee for comp time accrues at the employee's current rate of pay.

H. STAND-BY COMPENSATION

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

Those employees on stand-by who do not respond within thirty (30) minutes of call out shall be subject to the loss of stand-by compensation for that day. An employee who fails to report within thirty (30) minutes a second time, within a six (6) month period, shall be subject to discipline in accordance with Chapter 10, beginning with Section 1001, of the

K. PAID HOLIDAYS

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

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

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

3. Solid Waste and Wastewater Treatment Employees Except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, paid holidays shall not be observed by employees in the Solid Waste Division. Solid Waste employees working on non-observed holidays shall receive eight (8) hours of holiday pay at straight time and shall receive time and one-half for each hour worked. Employees will be provided up to eight (8) hours of compensatory time off for those

from the foregoing procedure may be warranted by department heads, however, only after receiving approval from the City Manager.

N. SICK LEAVE COMPENSATION

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

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

O. COMPENSATION FOR TEMPORARY WORK IN HIGHER CLASSIFICATIONS

1. Miscellaneous employees required to work in a higher classification, for a period of seven (7) or more calendar days, shall be compensated at an additional seven and one-half percent (7 ½%) or at the appropriate compensation for the position being filled, whichever is less, for the entire period worked.
2. Except in an emergency, no employee may be assigned to work out of his/her proper classification without written notification in advance.
3. In cases of extended absence, an employee assigned to work out of classification and able to perform the duties satisfactorily shall not be removed from the assignment until the absent employee returns to duty.
4. In cases where any employee feels he/she is working out of classification, said employee must appeal to his/her immediate supervisor writing seven (7) days with a copy of said appeal forwarded to the Human Resources Director.

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

- a. Professional and Clerical Unit:

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

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

- b. Non-Management Personnel Unit:

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

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

- c. Effective January 1, 2013, with CalPERS Pension Reform (PEPR), new employees will be placed on the appropriate miscellaneous plan consistent with CalPERS Membership requirements. Pursuant to PEPR regulations, the CalPERS new member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify CLOCEA prior to implementation of any rate changes.

R. ACCUMULATION OF PAID IN-LIEU HOLIDAYS

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

equipment/tools that enhance their ability to perform their job functions. In order to receive this allowance, proof of purchase must be submitted to the General Services Director for reimbursement.

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

Police Dispatcher(s) serving as a Certified Training Officer (CTO) be compensated at a three percent (3%) differential and that the differential pay be paid for any full shift, regardless of the number of hours worked where training was provided.

Y. BILINGUAL PAY

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

Z. COMMERCIAL DRIVER'S LICENSE PILOT PROGRAM

The City will commence a pilot Commercial Driver's License Program for the term of this agreement. An administrative policy outlining the terms and conditions of the program will be prepared. The City will pay actual cost up to a maximum for the following licenses:

- Unrestricted Class A - \$4,000
- Upgrade from Class "B" to Class "A" - \$2,000
- Commercial Class "B" - \$2,500

XX. ANNUAL VACATION LEAVE

A. PURPOSE OF ANNUAL VACATION LEAVE

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

B. ELIGIBILITY FOR ANNUAL VACATION LEAVE

All regular employees and probationary employees (upon the completion of six (6) months of continuous service), shall be eligible for vacation leave. The amount of time available for an employee's vacation shall be accumulated through the month immediately preceding the month in which the employee's vacation falls.

C. ACCRUAL OF ANNUAL VACATION LEAVE

Vacation leave shall be accrued and credited monthly by all eligible employees who are on pay status for fifty percent (50%) or more of that month. (Regular part-time employees earn their vacation on a pro-rated basis depending upon allocated position). Former City of Tulare full-time employees who return to the City will be granted previous years of continuous service credit for time actually worked from any other City or County agency if they separated in good standing (time on leave, etc. will not be counted) Employees eligible for vacation as defined above shall accrue vacation at the following rates:

F. WORKING DURING VACATION LEAVE

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

G. HOLIDAYS WITHIN VACATION LEAVE

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

H. ILLNESS WITHIN VACATION LEAVE

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

I. PAYMENT OF ANNUAL LEAVE UPON TERMINATION

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

J. EFFECT OF EXTENDED MILITARY LEAVE

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

XXI. SICK LEAVE

A. STATEMENT OF POLICY

Sick leave is provided as a benefit for use with specific healthcare issues, and must be approved by the department head. Sick leave for employees shall be allowed only as necessary for actual personal illness or injury or medical or dental treatment. Sick leave shall be allowed to a maximum of six (6) days (forty-eight (48) hours) per year due to family illness in the immediate family (Family Sick Leave). Family Sick Leave may be used to actually care for or arrange for the care of family members who are ill and cannot care for themselves, or to take family members to routine medical or dental appointments. The City's definition of immediate family members (as outlined in California Labor Code, Chapter 245.5) is:

F. USAGE OF SICK LEAVE

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

G. DEDUCTION OF SICK LEAVE

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

H. VERIFICATION OF SICK LEAVE USAGE

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

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

I. WORKERS COMPENSATION

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

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

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

B. ABSENCE WITHOUT LEAVE

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

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

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

D. MATERNITY

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

E. EMPLOYEE'S TIME OFF TO VOTE

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

F. JURY DUTY: LEAVE OF ABSENCE

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

G. SUBPOENAS: LEAVE OF ABSENCE

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

employee's time served in probationary and regular status and time served on military leave while employed with the City.

- C. For seniority purposes regular part-time employees shall be converted on an hour to hour comparison to establish seniority (Example: a twenty (20) hour per week employee shall only be credited with six (6) months' worth of seniority for each year they are employed in a twenty (20) hour position)
- D. Employees subject to layoff may move to vacant City positions if the employee is fully qualified. Employees may also "bump" other employees equal to or in a lower classification having less seniority, provided that the separated employee is fully qualified and capable of performing the work of the new position. Those unable to move to a new position will be placed on the Reemployment List. The Reemployment List shall be defined as the names of those employees who have been laid off under the terms of this police.
- E. Employees who are bumped through this process shall have the same rights to "bump" others according to these rules, or be placed on the reemployment list.
- F. Any employee displaced by layoff who qualifies and elects to fill a vacant position, bump to a lower classification, or return to work from the reemployment list, will be subject to a six (6) month probationary period. Failure to pass probation will result in a return to the reemployment list with placement there by seniority.
- G. The acceptance of a part-time appointment shall not prejudice the opportunity for full time employment. Such employees shall remain on the reemployment list as governed by this document.
- H. Any laid off employee refusing an offer of full-time employment will be moved to the bottom of the reemployment list.
- I. Employees who have been laid off or bumped and are qualifying to return to work from the reemployment list shall, for one (1) year from the date of separation, have three (3) priority points added to their final examination score.
- J. The City shall pay for health insurance in the same manner as any normal employee for a period of three (3) months if the laid off employee has less than ten (10) years of service with the City, or for six (6) months if the employee have ten (10) or more years of such service. This coverage begins with the effective separation date of the employee.
- K. Those separated through layoff or being bumped, will be placed on a mailing list and notified of City vacant positions for a period of eighteen (18) months from their date of separation with the City.
- L. The City agrees that the Union shall have access to the reemployment list as it may pertain to bargaining unit members and may participate in the reemployment process on behalf of Union members.

14. Failure to observe work schedules or assignments.
15. Misuse of City property.
16. Unauthorized departure from job, department or City premises.
17. Loitering or sleeping on the job.
18. Gambling on City's premises or while on duty elsewhere.
19. A personal appearance or mode of dress that is unkempt to the point of being detrimental to the business environment of the City.
20. Allowing unauthorized individuals to ride in City's vehicles.
21. Discourteous treatment of the public or other employees.
22. Violation of any provisions of these working rules and regulations, administrative policies or written departmental rules and regulations.

C. PERSONS BY WHOM DISCIPLINARY ACTION MAY BE TAKEN

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

D. PROCEDURE PRECEDING IMPOSITION OF DISCIPLINARY ACTION

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

1. A description of the action to be taken and the effective date or dates.
2. A statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based.
3. A statement advising the employee of the right to respond, either verbally or in writing, to the disciplining authority prior to the effective date of the proposed discipline. (Skelly Procedure).

G. RIGHT OF APPEAL

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

H. RIGHT OF APPEAL: HEARING

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

I. RIGHT OF APPEAL: REPRESENTATION

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

J. RIGHT OF APPEAL: FAILURE OF EMPLOYEE TO APPEAR

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

K. RIGHT OF APPEAL: DECISION

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

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

N. INFORMAL COUNSELING WITH THE CITY MANAGER

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

O. NON-APPLICABILITY

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

XXV. MISCELLANEOUS

A. REPORTS OF CHANGE OF STATUS

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

B. DAMAGE CLAIMS

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

C. GRATUITIES

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

D. OUTSIDE EMPLOYMENT

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

of current bills (May 1 through April 30) must be submitted to substantiate the need for the vacation exchange.

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

G. INSURANCE - LIFE

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

H. RETIREMENT

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

I. PERSONNEL FILES

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

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

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

M. VEHICLE USE POLICY

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

N. ADMINISTRATION FEE

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

O. LABOR MANAGEMENT MEETING

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

P. UNION DUES AND RIGHTS

1. Dues

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

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

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

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

B. MATTERS SUBJECT TO GRIEVANCE PROCEDURES

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

1. A dispute about the interpretation or application of any ordinance, rule or regulation governing personnel practices or working conditions.
2. A dispute about the practical consequences of a City decision on wages, hours and other terms and conditions of employment.
3. A decision affecting the employment of any regular or probationary employee over which his/her appointing power has partial or complete jurisdiction.

C. INFORMAL GRIEVANCE PROCEDURE

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

D. FORMAL GRIEVANCE PROCEDURE

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

1. First Level of Review

A grievance shall be presented, in writing, to the employee's immediate supervisor which shall render his/her decision and comments in writing and return them to the

5. Fifth Level of Review

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

E. CONDUCT OF GRIEVANCE PROCEDURE

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

Signature Page
Memorandum of Understanding
Between
The City of Tulare
And the
California League of City Employees Associations (CLOCEA)
July 1, 2024 through June 30, 2027

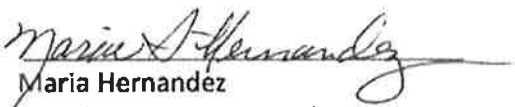
IN WITNESS WHEREOF, the parties hereto have set their hands as of the date stated below.

FOR THE CITY OF TULARE

By: _____
Mario Zamora, City Attorney

Shonna Oneal, Human Resources Director

FOR CLOCEA

By: _____
Mike Cosenza, Administrator

Maria Hernandez
Member Services Specialist

Steve Garcia , President

Jason Hooyer

Nathaniel Daughtry

Kenny Arroyo

Jack Osborne

Chris Watson

Tim Irving

Dated: _____

Dated: _____

CLOCEA MOU			
APPENDIX I			
Job Title	New City Y1 Effective 07/13/24	New City Y2 Effective 7/12/2025	New City Y3 Effective 7/11/2026
ACCOUNTANT	8.50%	8.50%	8.50%
ACCOUNTING TECHNICIAN I	3.00%	3.00%	3.00%
ACCOUNTING TECHNICIAN II	3.00%	3.00%	3.00%
ADMINISTRATIVE ASSISTANT	3.25%	3.25%	3.25%
ANIMAL SERVICES OFFICER	3.25%	3.25%	3.25%
ANIMAL SERVICES TECHNICIAN	3.32%	3.32%	3.32%
ASSISTANT PLANNER	3.00%	3.00%	3.00%
ASSOCIATE PLANNER	3.00%	3.00%	3.00%
BUILDING INSPECTOR I	4.75%	4.75%	4.75%
BUILDING INSPECTOR II	4.75%	4.75%	4.75%
BUILDING TECHNICIAN	3.00%	3.00%	3.00%
CODE ENFORCEMENT OFC/SUB HOUSING CMPL	3.00%	3.00%	3.00%
CODE ENFORCEMENT OFFICER	3.00%	3.00%	3.00%
COMMUNITY MAINTENANCE WORKER	3.00%	3.00%	3.00%
COMMUNITY SERVICE OFFICER	3.25%	3.25%	3.25%
COMMUNITY SERVICES DIRECTOR	6.00%		
CONSERVATION COORDINATOR	3.00%	3.00%	3.00%
CONSTRUCTION COORDINATOR	3.00%	3.00%	3.00%
CROSS CONNECTION SPECIALIST	3.00%	3.00%	3.00%
CUSTODIAN	6.25%	6.25%	6.25%
DEPARTMENT ASSISTANT I	3.00%	3.00%	3.00%
DEPARTMENT ASSISTANT II	3.00%	3.00%	3.00%
DISPATCH SUPERVISOR	10.00%	10.00%	10.00%
ENGINEERING ASSISTANT	3.00%	3.00%	3.00%
ENVIRONMENTAL COMPLIANCE INSP	3.00%	3.00%	3.00%
EVIDENCE TECHNICIAN	3.00%	3.00%	3.00%
FACILITIES MAINTENANCE TECHNICIAN	4.75%	4.75%	4.75%
FIRE INSPECTOR I	8.25%	8.25%	8.25%
FIREFIGHTER TRAINEE	3.00%	3.00%	3.00%
GROUNDS MAINTENANCE WORKER	3.25%	3.25%	3.25%
HOMELESS PREVENTION COORDINATOR-CONTRACT	3.00%	3.00%	3.00%
KENNEL TECHNICIAN	3.25%	3.25%	3.25%
LABORATORY ASSISTANT	4.75%	4.75%	4.75%
LABORATORY SUPERVISOR	3.00%	3.00%	3.00%
LABORATORY TECHNICIAN	4.75%	4.75%	4.75%
LANDSCAPE MAINTENANCE TECH	3.25%	3.25%	3.25%
LEAD MECHANIC	5.50%	5.50%	5.50%

CLOCEA MOU**APPENDIX I**

SOLID WASTE OPERATOR	6.00%	6.00%	6.00%
SOLID WASTE SUPERVISOR	12.00%	12.00%	12.00%
STREET MAINTENANCE CREW LEADER	4.75%	4.75%	4.75%
STREET MAINTENANCE WORKER I	4.75%	4.75%	4.75%
STREET MAINTENANCE WORKER II	4.75%	4.75%	4.75%
STREET SUPERVISOR	7.50%	7.50%	7.50%
TRAFFIC MAINTENANCE WORKER	4.75%	4.75%	4.75%
WASTEWATER COLLECTIONS MAINT. CREW LEADER	4.25%	4.25%	4.25%
WASTEWATER COLLECTIONS MAINTENANCE SUPERVISOR	4.25%	4.25%	4.25%
WASTEWATER COLLECTIONS MAINTENANCE WKR I	4.25%	4.25%	4.25%
WASTEWATER COLLECTIONS MAINTIENCE WKR II	4.25%	4.25%	4.25%
WASTEWATER ELECTRICAL TECH I	3.00%	3.00%	3.00%
WASTEWATER ELECTRICAL TECH II	3.00%	3.00%	3.00%
WASTEWATER MAINTENANCE SUPERVISOR	5.25%	5.25%	5.25%
WASTEWATER MAINTENANCE TECHNICIAN I	5.50%	5.50%	5.50%
WASTEWATER MAINTENANCE TECHNICIAN II	5.50%	5.50%	5.50%
WASTEWATER TREATMENT PLANT LEAD OPERATOR	3.50%	3.50%	3.50%
WASTEWATER TREATMENT PLANT OPERATOR I	3.50%	3.50%	3.50%
WASTEWATER TREATMENT PLANT OPERATOR II	3.50%	3.50%	3.50%
WASTEWATER TREATMENT PLANT OPERATOR III	3.50%	3.50%	3.50%
WASTEWATER TREATMENT PLANT OPERATOR TRAINEE	3.50%	3.50%	3.50%
WATER CONSERVATION WORKER	3.00%	3.00%	3.00%
WATER TREATMENT SUPERVISOR	3.00%	3.00%	3.00%
WATER TREATMENT TECHNICIAN	6.50%	6.50%	6.50%
WATER UTILITY MAINT. WORKER I	5.75%	5.75%	5.75%
WATER UTILITY MAINT. WORKER II	5.75%	5.75%	5.75%