MEMORANDUM OF UNDERSTANDING

Between

CLOVERDALE CLASSIFIED SERVICE EMPLOYEES ASSOCIATION

And

THE CITY OF CLOVERDALE

(July 1, 2015 through June 30, 2017)

The City of Cloverdale (City) and representatives of the Cloverdale Classified Service Employees Association (CCSEA) acknowledge and affirm that they have met and conferred in good faith, exchanged proposals and counter proposals, and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding (MOU) is the product of the above-described meeting and conferring process. Representatives of the City agree to present this MOU to the City Council for determination, and representatives of the CCSEA agree to present this MOU to their membership for acceptance and approval.

ARTICLE 1. DEFINITIONS

1.1 Employer

The term "City" referred to herein shall be the City of Cloverdale.

1.2 Association

The term "Association" referred to herein shall be the Cloverdale Classified Service Employees Association.

1.3 Employee

The term "Employee" or "Employees" referred to herein shall be all full-time employees of the City of Cloverdale listed in Article 2 of this MOU.

ARTICLE 2. RECOGNITION

The City hereby recognizes the Association as the sole and exclusive bargaining agent of the classes listed below:

- **Assistant Planner**
- **Associate Planner**
- **Community Services Officer**
- **Engineering Technician**
- **Park & Landscape Maintenance Assistant**
- **Park & Landscape Maintenance Lead Worker**
- **Park Maintenance Worker I/II**
- **Planning Technician**
- **Senior Wastewater Treatment Plant Operator**
- **Senior Water Treatment Plant Operator**
- **Transit Van Operator**
- **Utility Maintenance Crew Leader**
- **Utility Maintenance Worker I**
- **Utility Maintenance Worker II**
- **Wastewater Treatment Plant Operator I**
- **Wastewater Treatment Plant Operator II**
- **Wastewater Treatment Plant Operator-In-Training**
- **Water Treatment Plant Operator I**
- **Water Treatment Plant Operator II**
- **Water Treatment Plant Operator-In-Training**

ARTICLE 3. HIRING PROVISIONS

3.1 Non-Discrimination

No employee shall be discriminated against by the City, or by the Association, by reason of race, color, religion, sex, age, sexual orientation, marital status, disability, national origin or other status protected by the Fair Employment and Housing Act (Government Code § 12940).

3.2 Employment

The City shall not discharge or otherwise discriminate against any employee by reason of Association activities not interfering with the proper performance of his/her work.

ARTICLE 4. CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

City recognizes its responsibility to join the Association in the meet and confer process as required by law.

ARTICLE S. EMPLOYEE RIGHTS

5.1 General

Employees shall have the right to form and to participate in the activities of the employee organizations of their own choosing for the purpose of representation of all matters of employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of his/her exercise of these rights.

5.2 MOU Compliance with Mevers-Milias Brown Act

Representatives of the City and the Association have met and conferred pursuant to the provisions of the Meyers-Milias-Brown Act for the purpose of reaching agreement concerning all matters within the scope of representation of employees during the term of this MOU.

ARTICLE 6. WAGES, HOURS AND WORKING CONDITIOMS

6.1 Salaries

6.1.1: The salary range for each classification shall be set forth in Exhibit A to this MOU.

6.1.2 *Cost of Living Adjustments:*

1) 2% retroactive to July 1, 2015

2) 2% effective July 1, 2016

6.2 Longevity Pay

6.2.1 *Longevity Pay Plan:* Employees shall be eligible for longevity pay in accordance with the following schedule:

Length of Service (in Years)	Longevity Pay (Percent of Base)
Completion of eight and one-half (8-1/2)	2%
Completion of thirteen and one-half (13-1/2) years	4%
Completion of eighteen and one-half (18-1/2)	6%
Completion of twenty-three and one-half (23-1/2) or more years	8%

6.2.2 *Length of Service Defined:* For purposes of this section, "length of service" is defined as continuous, uninterrupted service with the City, except during periods of involuntary lay-off (See Personnel Rules & Regulations, Rule 12, Section 7 "Reinstatement of Benefits"). Longevity pay percentages are not cumulative (example: an employee with fifteen (15) years of service is entitled to only four percent (4%) of base salary as longevity pay not 2% plus 4% equaling 6%).

6.2.3 *Extended Longevity Pay:* Employees shall be eligible for extended longevity pay. City shall pay into individual employee ICMA accounts in accordance with the following schedule:

Length of Service	Extended Longevity Pay (Percent of Base Salary)
Ten (10) Years of Service	1.5%
Fifteen (15) Years of Service	2%

For purposes of this section, "length of service" is defined as continuous, uninterrupted services with the City; longevity pay percentages are not cumulative. Payment shall commence on the first payday following the employee's hiring anniversary and shall include a pro-rata amount for any period of time between the hire anniversary and the first payday.

Employees hired after June 30, 2011 are not eligible for extended longevity pay.

6.3 Clothing and Equipment

6.3.1 *Public Works Department Employees:*

6.3.1.1 The City shall provide uniforms to employees in the Public Works Department who work in classifications required to wear industrial style uniforms and approved safety boots. Each employee will be provided five (5) shirts and five (5) pants annually, as the base uniform benefit. Employees may select alternate outer wear, such as mechanic style coveralls, bib style

overalls, etc. However, the cost of this alternate allocation may not exceed the annual allowance for base uniform benefit costs. (Example: if the City pays $XX for five (5) shirts and five (5) pants on average for a Public Works employee in a given fiscal year, the City will pay up to that same amount for the alternate outer wear in that fiscal period).

In addition to the basic uniform provision above, the City agrees to reimburse for actual expenses, up to a maximum of four hundred dollars ($400) each fiscal year, for the acquisition of acceptable safety shoes or boots, or work apparel as defined in Section 6.3.5. Minimum safety standards will be established by mutual consent between the Association and the Department Head and/or the Personnel Officer.

6.3.1.2 The City will provide four (4) cell phones for use by employees assigned to stand-by duty. One cell phone each will be provided to the Operations, Parks & Landscape Maintenance, Wastewater Treatment, and Water Treatment divisions. In addition, the City will provide a cell phone for use by the employee assigned to drive the Cloverdale Transit bus, pending approval by Sonoma County Transit.

6.3.2 *Police Department Employees:* The Community Services Officer in the Police Department shall receive an annual uniform allowance of one thousand seventy-five dollars ($1,075) per year. Said allowance shall be paid on a quarterly basis after the completion of each quarter. As such, the allowance shall be paid as part of the first regular pay check issued in October, January, April and July.

The City will provide necessary uniform components to newly hired employees during the course of the year, to a standard set by the Chief of Police or his/her designee. Any newly hired employee will not receive a uniform allowance until service has been completed for four quarters.

6.3.3 *Other Employees:* Employees not identified above shall not be eligible for a clothing allowance.

6.3.4 *Reimbursement for Uniforms and Uniform Equipment:* The City agrees to reimburse employees for uniforms or other necessary work apparel, including but not limited to work footwear, that are damaged or stolen during duty hours or while stored at a City facility, providing that the employee made a reasonable effort to safeguard the uniform and/or uniform equipment or work apparel. Reimbursement shall be based upon the residual value of the item, based upon its current cost.

6.3.5 *Definition of "Work Apparel":* For purposes of this section, "work apparel" is defined as clothing necessary for work environments including pants, shirts, outerwear, underwear, socks, hats and footwear.

6.4 <u>Public Employees' Retirement System (PERS)</u>

6.4.1 *PERS Plan:* The City shall provide retirement benefits under the Public Employees' Retirement System (PERS) plan commonly known as the 2% @ 55 Retirement Plan.

The City will also provide "the highest 12 consecutive month" benefit. The City shall provide the 1959 Survivor Benefit Level IV. Employees hired prior to January 1, 2013, or individuals that are hired on or after that date that are not defined as "new members" pursuant to Government Code Section 7522.04(f), shall be subject to this formula.

6.4.2 *Employee Contribution to PERS:*

6.4.2.1 Effective the first full pay period in October 2011, employees shall pay one-third (1/3) of the cost (.837%) of the after-added benefits of their PERS Plan in existence as of July 1, 2011.

6.4.2.2 Effective the first full pay period in October 2012, employees shall pay a total of two-thirds (2/3) of the cost (1.67%) of the after-added benefits of their PERS Plan in existence as of July 1, 2011.

6.4.2.3 Employees hired after June 30, 2011 shall pay one hundred percent (100%) of the after-added benefits of their PERS Plan (2.51%).

6.4.3 Employees hired on or after January 1, 2013, pursuant to the California State Legislature's passage of the Public Employees' Pension Reform Act (PEPRA) in 2012, who are defined as "new members" in California Government Code Section 7522.04(f), shall receive the 2% at 62 pension benefit formula, as specified in Government Code Section 7522.20(a).

6.4.3.1 Effective July 1, 2013, new members subject to the 2% at 62 formula shall contribute 50% of the "normal cost" as defined in Government Code Section 7522.04(g).

Nothing in this Agreement shall be interpreted as preventing the City and the Association from agreeing in the future to increased employee contributions; or to an available reduced benefit formal for future hires.

6.5 Retirement Medical Benefit

City will contribute 50% of the employee-only premium for health insurance upon retirement, provided the employee has been employed with the City of Cloverdale for eighteen years or longer and reached the age of 50 years. City will not contribute to the retiree health premiums of employees hired after June 30, 2011.

6.6 Vacation

Vacation time will be accrued according to the following schedule:

Length of Service	Vacation Accumulation (Hours per Year)
0 — 24 Months	104 Hours
25 — 60 Months	120 Hours

61 — 120 Months	144 Hours
121 — 180 Months	168 Hours
181 or more Months	264 Hours

6.6.1 *Vacation Accumulation:* Each employee shall be permitted to accumulate a maximum of three hundred four (304) hours of vacation time. For good cause and upon the recommendation of the Department Head or his/her designee, and with the approval of the City Manager or his/her designee, an employee may accrue up to an additional eighty (80) hours of vacation.

6.6.2 *Vacation Sell-Back:* Employees may, on an annual basis (once per fiscal year) upon recommendation of the Department Head or his/her designee and upon discretionary approval of the City Manager or his/her designee, sell back up to 60 hours of vacation time, subject to the provision that no sell back will reduce an employee's leave balance to less than forty (40) hours. The City Manager or his/her designee may grant an exception in unique situations.

6.7 Work Day/Work Week

6.7.1 *Work Week:* The City agrees that the normal workweek for all represented members of the Association shall be 40 hours.

6.8 Overtime

6.8.1 *Overtime:* Employees may work overtime with the prior approval of the Department Head or his/her designee. Overtime will be paid at one-and-one-half (1.5) times the employee's regular rate for all hours in a paid status in excess of forty (40) hours in a workweek. Overtime shall be accumulated to the nearest one-quarter (.25) hour.

6.8.2 *Compensatory (Comp) Time:* With the prior approval of the Department Head or his/her designee, overtime may be earned as compensatory time at the rate of one-and-one-half (1.5) times the employee's straight time per overtime hour worked, up to a maximum of eighty (80) hours. When used, comp time hours shall not be considered hours in a paid status for the purpose of computing overtime.

6.8.3 *Standby:* Any employee who is required to standby shall receive one (1) hour for each eight (8) hours for which s/he is required to stand by. Standby time shall be paid at the rate of one-and-one-half (1.5) times the employee's regular rate. With the prior approval of the Department Head or his/her designee, standby time may be earned as compensatory time at the rate of one-andone-half (1.5) times the employee's regular rate.

6.8.4 *Call-Out:* Employees shall be paid two (2) hours, in addition to total time worked, when the employee is called out during non-regular duty hours; provided, however, that once an employee has been called out, s/he shall not receive additional call-out hours' credit for any subsequent call-out within three (3) hours of the beginning of the previous call-out.

6.9 Sick Leave

6.9.1 *Accrual Rate:* Employees shall accrue sick leave at the rate of eight (8) hours for each month of service.

6.9.2 *Maximum Hours:* Each employee may accumulate a maximum of two thousand and eighty (2,080) hours of sick leave.

6.9.3 *Compensation for Unused Sick Leave:* Upon separation or retirement, the City will compensate employees for thirty-five percent (35%) of accrued but unused sick leave, up to, but not in excess of two thousand (2,000) hours.

The compensation shall be calculated based on the employee's hourly rate at time of separation. To the extent provided by PERS regulations, any unused sick leave upon retirement may be converted to years of service for PERS purposes.

6.9.4 *Fitness for Duty:* City shall have the right to direct employees to a medical evaluation to verify fitness for duty after four (4) consecutive days of employee absence.

6.9.5 *Sick Leave Incentive:* Employee use of sick leave within a calendar year may qualify for conversion of unused sick leave to annual leave based upon the following utilization schedule.

Usage of Sick Leave (Hours per Year)	Conversion of Existing Balance to Annual Leave (in Hours)
0 —10 Hours	Up to 40 Hours
More than 10 but less than 20 Hours	Up to 16 Hours
20 or more Hours	No Conversion

6.10 Educational Incentive

6.10.1 *Certifications:* Employees may qualify for seventy-five dollars ($75) per month for completion of a course of extensive, job-related study or training of at least four (4) semesters in length, if the certification is not required by the State of California and/or the employee's job description. Approval by the Department Head or his/her designee is required in writing prior to beginning the course of study in order to be eligible for payment, and approval shall be in the discretion of the City. An employee shall not be eligible to receive more than one hundred fifty dollars ($150) per month under this paragraph, i.e., certification for two (2) pre-approved courses of study. Employees shall not be reimbursed for the costs associated with study or training other than for *renewal* of State required certifications for the applicable classification.

6.10.2 *Academic Degrees:* The City shall pay the following incentive pays for academic degrees:

If the job description for the employee's classification does not require an A.A. degree, s/he will be paid four percent (4.0%) of base salary for receiving or possessing an A.A. Degree. If the job description for his/her classification requires an A.A. degree but does not require a B.A. degree, the employee will be paid two percent (2.0%) of base salary for a B.A. Degree. If the job description for the employee's classification does not require either an A.A. Degree or a B.A. Degree, s/he will be paid six percent (6.0%) of base salary for receiving or possessing a B.A. Degree. No other incentive pay for academic degrees will be provided.

The City shall receive a copy of any diploma for which an employee claims entitlement to an incentive pay under this section.

6.10.3 *Schooling Costs:* Employees shall receive reimbursement for job-related schooling costs, as directed and approved by the Department Head or his/her designee. Any books and tuition will be reimbursed upon submission of receipts.

6.10.4 *Mileage Reimbursement:* Employees who are assigned to attend special seminars, training or study will receive mileage reimbursement at the IRS-approved rate if the employee uses his or her own vehicle for transportation. This mileage allowance is applicable to college courses voluntarily taken by an employee.

6.10.5 *Class B Driver's License:* The City agrees to give a two percent (2%) increase to employees of the Public Works Department who possess and are required by their job assignment to hold and utilize a Class B Driver's license; provided, however, that any employee receiving this benefit at the effective date of this MOU shall continue to receive said benefit so long as s/he continues to hold a valid Class B Driver's license. Those employees shall be solely responsible for DOT compliance requirements for annual physicals, re-certifications and/or any subsequent remedial training requirements. Costs associated with these requirements shall be reimbursable by the City. The City and the Association agree that these requirements may be completed during normal working hours.

6.10.6 *Wellness Incentive:* The City will offer a Wellness Incentive Program to employees. Employees will be eligible to receive one hundred fifty dollars ($150) per year on a reimbursement basis for participation in an organized physical fitness program or health related class. Eligibility for reimbursement will be determined by the prior approval of the program activity by the City Manager or his/her designee. Reimbursement shall be paid in conjunction with payroll processing in accordance with Internal Revenue Service guidelines.

6.10.7 *Bi-Lingual Proficiency:* The City shall provide one hundred fifty dollars ($150) per month to employees who achieve or are certified as proficient in a language other than English, when the City Manager determines an operational business need for this second language exists. The City Manager may establish limits on the number of employees eligible and may cancel payment if business needs are otherwise economically fulfilled. The decision of the City Manager shall be final and not subject to the grievance procedure. Proficiency will be determined by appropriate testing methods established by the Personnel Officer.

6.11 <u>Bereavement Leave</u>

Any employee who is absent from work by reason of the death of a member of the employee's immediate family may be allowed a leave of absence with full pay not to exceed three (3) work days per incident. However, when it is reasonable and necessary and good cause is shown, and upon approval of the Department Head or his/her designee, three (3) additional work days may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or Department Head prior to the time set for beginning of his/her regular duties. Immediate family shall include the spouse, domestic partner, child (including legally adopted child), parent, grandparent, grandchild, step-parent, stepchild, sibling, step-sibling, uncle, aunt, nephew, niece, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of the eligible employee. Requests for bereavement leave for persons not listed above may be granted at the discretion of the City Manager or his/her designee.

6.12 Holidays

The following Holidays shall be observed each year:

	Holiday	Recognition
1	New Year's Day	January 1
2	Martin Luther King's Birthday	3rd Monday in January
3	President's Day	3rd Monday in February
4	Good Friday	Noon until closing*
5	Memorial Day	Last Monday in May
6	Independence Day	July 4
7	Labor Day	1st Monday in September
8	Veteran's Day	November 11
9	Thanksgiving Day	As designated
10	Friday after Thanksgiving	As designated
11	Christmas Day	December 25

* If employee's regular work shift is 7:00 a.m. — 4:00 p.m., the holiday begins at 11:00 a.m.

In addition to the above-described holidays, employees have four (4) floating holidays per year in exchange for previously approved holidays:

	Memo Only
Lincoln's Birthday	February 12
Admissions Day	September 9
Columbus Day	Second Monday in October
Floating Holiday	Employee's Discretion

Floating holidays shall accrue to employees on the dates corresponding to the actual holidays, and reflected on the City's leave accounting system on the next regular payroll following the close of the payroll period during which the holiday falls.

Association and the City recognize these holidays as permanent and official, but mutually agree that their designation as floating holidays provides for improved public service and community goodwill in that City services will be available more days of the year, while maintaining the Association's previously bargained benefit.

The floating holidays may be used at the employee's discretion, with the prior approval of the employee's supervisor or Department Head, or his/her designee. Such request for use and related approval shall be in conformance with the City's regular policies governing the use of any and all leave. Once floating holidays are earned and accrued, employees may request that floating holiday time in any banked amount be converted to a dollar value and paid out on a regular payroll. In no event shall employees be allowed to carry more than eighty (80) hours of floating holiday time on the City's leave accounting system; therefore, balances above this limit shall be paid on the employee's next regular payroll.

6.13 Insurance

6.13.1 ***Health and Welfare:*** **The City shall pay all health and welfare insurance coverage as provided for in the Redwood Empire Municipal Insurance Fund (REMIF)-sponsored Health Plan. The employee may select the above-mentioned plan or other coverage as offered through the City. If any plan other than the REMIF plan is selected by the employee, the employee is responsible for any amount of premium difference. In addition, the City will provide group vision care, dental care and life insurance in the amount of five thousand dollars ($5,000) per full time employee. Effective the first full pay period in October 2011, employees shall pay five percent (5%) of the cost of their medical insurance premium.**

6.13.2 ***Life Insurance:*** **In addition to the life insurance coverage cited in section 6.13.1, the City agrees to maintain term life insurance policies for each employee in the amount of the employee's annual salary. The City agrees to pay the premium for said insurance. City shall determine the insurance benefit plan that provides the above life insurance policy limits. Changes to existing policyholder accounts shall be at the sole discretion of the City.**

6.13.3 ***Long Term Disability Insurance:*** **City shall make available to employees a Long Term Disability (LTD) Insurance Plan. The terms, conditions, and coverage of the plan shall be determined by the City. The City agrees to pay one-half (1/2) of the cost of the LTD Plan for employees.**

6.14 Direct Deposit

The City will provide direct deposit of employee's paychecks to banks or other financial institutions, provided the City can provide such service at a reasonable cost.

6.15 Hours of Work

6.15.1 ***Work Hours Defined:*** **The normal workday shall be from 8:00 a.m. to 5:00 p.m., with one hour for lunch.**

The City and the Association agree that Public Works employees shall report to work at 7:00 a.m. and cease work at 4:00 p.m. daily, Monday through Friday. Employees shall have one hour daily for lunch.

The City and Association agree that at least one qualified Public Works employee shall be available to work a normal 8-5 workday, not less than once each month in order to accomplish water service shut-offs. The assignment may be rotated among qualified employees at City's discretion.

Notwithstanding the normal working hours noted above, the City, in its sole discretion, may alter the work schedule to accommodate special events, emergencies, disasters and/or other circumstances reasonably beyond the department's immediate control.

Despite the aforementioned agreed upon schedule, the City reserves its rights as defined in Article 4 of this agreement to create additional shifts, alternate schedules, and/or modified work assignments, as business requirements may dictate. The City

acknowledges its responsibility to join the Association in the meet and confer process as required, should this alternate assignment or additional shift creation become necessary.

6.15.2 *Request for Alternate Work Hours:* Notwithstanding the working hours noted above, an alternate work schedule (9/80 or 4/10) may be approved by the City Manager. An employee requesting such an alternate schedule must submit a plan to the Department Head or his/her designee, describing in detail the specific schedule and the anticipated impact on the City's operations. The decision of the City Manager shall be final and not subject to the grievance procedure.

6.16 Out of Classification Pay

An employee temporarily working out of classification (in a position in a higher range) for a period of not less than a single pay period (i.e., two weeks) and not more than a maximum of six (6) months will be entitled to a five percent (5.0%) increase in base wage pay for that period. Out of classification pay has no impact on an employee's eligibility for additional pay to which s/he may be entitled.

6.17 Job Descriptions

The parties agree to meet and discuss concerns the Association has with pay equity and classification descriptions for certain classifications during the term of this Agreement. Those discussions will commence by no later than July 1, 2016.

ARTICLE 7. DISCIPLINARY ACTION

7.1 Disciplinary Procedure

7.1.1 *Types of Action:* Disciplinary action consists of oral reprimand, written reprimand, suspension, demotion, reduction in pay, and discharge. Discipline will not be imposed except upon a showing of cause.

7.1.2 *Grounds for Discipline:* Grounds or causes for discipline shall include, but not be limited to, the following:

(a) Violation of administrative policies and procedures;
(b) Failure to properly perform assigned duties;
(c) Theft of City property;
(d) Insubordination;
(e) Conviction of a felony or conviction of a misdemeanor relating to the employee's fitness to perform assigned duties;
(f) Unauthorized absence from employment;
(g) Tardiness;
(h) Failure to maintain satisfactory working relationships with other employees or the public;
(i) Reporting for work, or being at work, under the influence of or in possession of alcohol or non-prescribed controlled substances;
(j) Improper use of City funds;
(k) Unauthorized use of City property;

(l) Failure to properly care for City property;
(m) Misstatement of material fact;
(n) Failure to maintain any employment qualification;
(o) Failure to comply with safety standards;
(p) Other failure of good behavior either during or outside of employment such that the employee's conduct causes discredit to the City;
(q) Violation of any City personnel rule, MOU provision or departmental policy.

7.1.3 *Disciplining Authority:* Any Department Head may institute discipline in the form of oral reprimand, written reprimand, or suspension for less than one day against any employee in his/her department. The City Manager, or Department Head with the approval of the City Manager, may institute discipline in the form of suspensions more than one day or demotion. The City Manager may discharge employees for cause. All discipline shall be in accordance with the procedures outlined in these rules.

7.1.4 *Notice of Discipline:* No advance notice shall be required for a written reprimand. An employee who wishes to respond to a written reprimand must do so in writing within thirty (30) calendar days from receipt of discipline. The response should be made or submitted to the Department Head with a copy to the Personnel Officer. A copy of the employee's written response will be placed in his/her personnel file.

Prior to the suspension, demotion, reduction in pay or discharge of a regular employee for disciplinary purposes, the procedure set forth in this rule shall be followed.

Prior to recommending the imposition of any disciplinary action, the Department Head shall notify the employee, in writing, of the following:

(a) The nature of the proposed disciplinary action and its proposed effective date;
(b) The reason for the proposed disciplinary action;
(c) Any specific charges against the employee;
(d) The employee's right to receive copies of the written documents and materials upon which the proposed disciplinary action is based; and
(e) The employee's right to respond to the charge, either orally or in writing.

The employee shall be given ten (10) working days from the date of receipt in which to respond in writing or verbally to the designated authority. The response will be considered before disciplinary action is made. Failure to respond within this period of time will result in a waiver of the employee's right to respond. One extension of five (5) additional days will be given upon a showing of good cause.

7.1.5 *Representation:* If an employee requests or is required to meet with a Department Head or supervisor and such meeting involves the possible imposition of disciplinary action against the employee, the employee, upon request, shall be entitled to have a representative present at such meeting.

7.1.6 *Emergency Suspension:* When the Department Head or City Manager determines that an employee's conduct threatens or has caused injury to persons or property, the City Manager or Department Head may impose a suspension with pay against the employee, effective immediately, until a pre-disciplinary conference is conducted pursuant to the personnel rules. The imposition of an emergency suspension against an employee does not preclude the City Manager or Department Head from proposing a more severe disciplinary action against such employee receiving an emergency

suspension. Within three (3) working days of such emergency suspension, the City Manager or Department Head shall notify the employee in writing of the nature of any proposed disciplinary action, the reason for the disciplinary action, any specific charge against the employee, the employee's right to receive copies of the documents and materials upon which the disciplinary action is based and the employee's right to respond to the charge, either orally or in writing. The City Manager or Department Head, unless otherwise requested by the employee, shall conduct a disciplinary conference in not less than ten (10) days after the effective date of the emergency suspension.

7.2 Appeal Procedure

7.2.1 *Request for Disciplinary Hearing:* Employees shall have the right to appeal the imposition of the disciplinary action by requesting a hearing before an advisory arbitrator. Any such request shall be writing, signed by the employee or representative and presented to the Personnel Officer within ten (10) days after the effective date of the imposition of the disciplinary action. Further, said request shall identify the subject matter of the appeal, the grounds for the appeal and the relief desired by the employee. If the employee fails to request a disciplinary hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

7.2.2 *Scheduling of Disciplinary Hearing:* The Personnel Officer shall schedule any disciplinary hearing within a reasonable time after the filing of the employee's request, considering the availability of the advisory arbitrator and the convenience of the employee and the witnesses.

7.2.3 *Advisory Arbitrator:* The advisory arbitrator shall be provided by the State of California Mediation and Conciliation Service or similar, mutually agreed upon agency.

7.2.4 *Expedited Arbitration:* Unless otherwise agreed to by both parties, expedited arbitration shall be used and shall include:

(a) A request that the arbitrator selected render a decision within sixty (60) calendar days of the conclusion of the hearing.
(b) No court reporter unless mutually agreed to by all parties.
(c) No post hearing briefs unless mutually agreed to by all parties.

7.2.5 Costs: The fees and expenses of the arbitrator and the court reporter, if required, shall be shared equally by the parties.

7.2.6 Decision: The decision of the arbitrator shall be advisory only and constitutes the final step within the City's administrative process.

ARTICLE 8. GRIEVANCE PROCEDURES

8.1 Purpose of Grievance Procedures

The grievance procedure shall be used to resolve any dispute which involves the interpretation

or application of any City personnel rule, provision of this MOU or departmental policy. The grievance procedure shall not be used for:

(a) The resolution of any complaint concerning any disciplinary action.

(b) The resolution of any complaint relating to any concerted refusal to work.

8.2 Informal Discussion of Grievance

When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within fifteen (15) calendar days from the date of the incident or decision generating the grievance. If, after a discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the employee shall have the right to discuss the complaint informally with the supervisor's immediate supervisor. If, after such a discussion the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.

8.3 Formal Grievance Procedure

(a) An employee shall have the right to present a formal grievance, in writing within five (5) working days after the informal discussion of the grievance with the immediate supervisor or the immediate supervisor's supervisor. All formal grievances shall state the reasons for the grievance; the City personnel rule, MOU provision or departmental policy at issue; and the employee's suggested solution.

(b) The formal grievance shall be presented to the Department Head or his/her designee. S/he shall discuss the grievance with the employee and/or the employee's representative. Within ten (10) working days after receipt of the formal grievance, the Department Head or his/her designee shall render a written decision regarding its merits. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this rule if the employee does not seek further review of the grievance within five (5) working days after receipt of the decision of the Department Head. Failure of the Department Head to render written decision on the grievance within ten (10) working days constitutes a decision denying the grievance.

(c) If the Department Head's decision does not satisfactorily resolve the grievance, the employee may present the formal grievance to the Personnel Officer. The Personnel Officer shall discuss the grievance with the employee and/or the employee's representative. Within fifteen (15) days after meeting with the employee and the employee's representative, the Personnel Officer shall render a written decision regarding the grievance.

(d) If the Personnel Officer's decision does not satisfactorily resolve the grievance, or if the Personnel Officer fails to respond in writing as provided in Step (c) above, the employee shall have the right to refer the grievance to binding arbitration. Such referral shall be made in writing to the Personnel Officer within ten (10) working days of receipts of his/her decision.

(e) At any time, the parties may mutually agree to an extension of the above deadlines.

8.4 Binding Arbitration

The binding arbitration procedure shall be as follows:

(a) The arbitrator shall be chosen jointly be the parties from a strike list provided by the California State Mediation and Conciliation Service (CA-SMCS).

(b) Unless otherwise agreed to by both parties, expedited arbitration shall be used and shall include:

i. A mutual request that the arbitrator selected render a decision within sixty (60) calendar days from the conclusion of the hearing.
ii. No court reporter unless mutually agreed to by the parties.
iii. No post hearing briefs unless mutually agreed to by the parties.

The fees and expenses of the arbitrator and the court reporter, if required, shall be shared equally by both parties.

8.5 Arbitrator's Decision

The decision of the Arbitrator shall be final and binding.

8.6 Reprisals Prohibited

The City shall not institute any reprisals against any employee or any representative resulting from the use of the grievance procedure.

8.7 Grievance Preparation Time

An employee submitting a grievance and the employee's representative may use a reasonable amount of time during working hours to prepare for and present the grievance.

ARTICLE 9. PRIOR MOUS, RULES, REGULATIONS, ORDINANCES AND PRACTICES

All care and diligence was used in the preparation of this comprehensive MOU. With all parties having an opportunity for input and research, it is mutually agreed that this comprehensive MOU shall supersede all previous MOU's.

ARTICLE 10. CONTENT, TERMS AND RECOMMENDATIONS

10.1 Severability

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

10.2 Term

The term of this MOU shall be from July 1, 2015 through June 30, 2017.

Parties Agree to Recommend MOU

The undersigned members of the Association and representatives of the City, having met and conferred in good faith, have reached agreement on the items contained herein and have mutually

agreed to recommend to the Cloverdale City Council and the general membership of the Association that the terms of this agreement be adopted.

Paul Cayler 3/16/2016
Paul Cayler
City Manager
Date

3/16/16
Darren Hernandez
President, CCSEA
Date

3/16/16
Jose Sanchez
City Attorney
Date

Richard A. Reed 3/14/16
Richard A. Reed
Labor Consultant
Date

ATTACHMENT A - MOU 7/2015 - 6/2017

City of Cloverdale
Classified Service Association
Salary Ranges Effective First Full pay Period of July 2015

		SALARIES				
TITLE	Pay Cycle	Step 1	Step 2	Step 3	Step 4	Step 5
ASSISTANT PLANNER	Hourly	26.5903	27.9197	29.3157	30.7815	32.3205
	Monthly	4,608.98	4,839.42	5,081.40	5,335.46	5,602.23
	Annual	55,307.79	58,073.05	60,976.74	64,025.48	67,226.73
ASSOCIATE PLANNER	Hourly	36.8659	38.7092	40.6446	42.6769	44.8108
	Monthly	6,390.09	6,709.59	7,045.07	7,397.33	7,767.20
	Annual	76,681.03	80,515.09	84,540.82	88,767.91	93,206.38
COMMUNITY SERVICES OFFICER	Hourly	23.4854	24.6596	25.8926	27.1872	28.5466
	Monthly	4,070.80	4,274.33	4,488.05	4,712.44	4,948.07
	Annual	48,849.60	51,291.96	53,856.61	56,549.29	59,376.85
ENGINEERING TECHNICIAN	Hourly	25.5440	26.8212	28.1623	29.5704	31.0490
	Monthly	4,427.63	4,649.01	4,881.47	5,125.54	5,381.83
	Annual	53,131.51	55,788.08	58,577.58	61,506.49	64,581.91
PARK & LANDSCAPE MAINTENANCE ASSISTANT	Hourly	26.5198	27.8458	29.2381	30.7000	32.2350
	Monthly	4,596.76	4,826.61	5,067.94	5,321.33	5,587.40
	Annual	55,161.15	57,919.31	60,815.30	63,855.96	67,048.76
PARKS & MAINTENANCE LEAD WORKER	Hourly	30.5799	32.1089	33.7144	35.4001	37.1701
	Monthly	5,300.52	5,565.54	5,843.82	6,136.02	6,442.82
	Annual	63,606.26	66,786.46	70,125.90	73,632.29	77,313.84
PLANNING TECHNICIAN	Hourly	25.5439	26.8212	28.1623	29.5704	31.0489
	Monthly	4,427.62	4,649.01	4,881.47	5,125.54	5,381.81
	Annual	53,131.39	55,788.08	58,577.58	61,506.49	64,581.67
SENIOR WASTEWATER TREATMENT PLANT OPERATOR	Hourly	30.6715	32.2051	33.8154	35.5061	37.2814
	Monthly	5,316.39	5,582.22	5,861.33	6,154.39	6,462.11
	Annual	63,796.72	66,986.58	70,335.94	73,852.73	77,545.30
SENIOR WATER TREATMENT PLANT OPERATOR	Hourly	36.2093	38.0198	39.9208	41.9168	44.0126
	Monthly	6,276.27	6,590.10	6,919.60	7,265.58	7,628.85
	Annual	75,315.29	79,081.17	83,035.18	87,186.99	91,546.14
TRANSIT VAN OPERATOR	Hourly	21.8249	22.9162	24.0620	25.2651	26.5284
	Monthly	3,782.99	3,972.15	4,170.75	4,379.28	4,598.25
	Annual	45,395.83	47,665.74	50,048.99	52,551.34	55,179.02
UTILITY MAINTENANCE CREW LEADER	Hourly	29.1237	30.5798	32.1088	33.7143	35.4000
	Monthly	5,048.10	5,300.50	5,565.52	5,843.80	6,136.00
	Annual	60,577.23	63,606.02	66,786.21	70,125.65	73,632.05
UTILITY MAINTENANCE WORKER I (Public Works)	Hourly	21.8249	22.9162	24.0620	25.2651	26.5284
	Monthly	3,782.99	3,972.15	4,170.75	4,379.28	4,598.25
	Annual	45,395.83	47,665.74	50,048.99	52,551.34	55,179.02
UTILITY MAINTENANCE WORKER II (Public Works)	Hourly	26.5198	27.8458	29.2381	30.7000	32.2350
	Monthly	4,596.76	4,826.61	5,067.94	5,321.33	5,587.40
	Annual	55,161.15	57,919.31	60,815.30	63,855.96	67,048.76
WASTEWATER TREATMENT PLANT OPERATOR I	Hourly	25.6241	26.9053	28.2506	29.6631	31.1463
	Monthly	4,441.52	4,663.59	4,896.78	5,141.61	5,398.70
	Annual	53,298.22	55,963.12	58,761.30	61,699.27	64,784.36
WASTEWATER TREATMENT PLANT OPERATOR II	RANGE NOT CURRENTLY ESTABLISHED					
WATER TREATMENT PLANT OPERATOR-IN-TRAINING	Hourly	25.1748	26.4336	27.7553	29.1431	30.6003
	Monthly	4,363.63	4,581.83	4,810.92	5,051.48	5,304.05
	Annual	52,363.58	54,981.96	57,731.06	60,617.74	63,648.61
WATER TREATMENT PLANT OPERATOR I	RANGE NOT CURRENTLY ESTABLISHED					
WATER TREATMENT PLANT OPERATOR II	Hourly	33.5990	35.2789	37.0429	38.8951	40.8398
	Monthly	5,823.82	6,115.01	6,420.78	6,741.81	7,078.89
	Annual	69,885.87	73,380.15	77,049.33	80,901.75	84,946.70

ATTACHMENT A - MOU 7/2015 - 6/2017

City of Cloverdale
Classified Service Association
Salary Ranges Effective First Full pay Period of July 2016

		SALARIES				
TITLE	Pay Cycle	Step 1	Step 2	Step 3	Step 4	Step 5
ASSISTANT PLANNER	Hourly	27.1221	28.4781	29.9021	31.3971	32.9670
	Monthly	4,701.16	4,936.21	5,183.02	5,442.17	5,714.27
	Annual	56,413.94	59,234.51	62,196.28	65,305.99	68,571.27
ASSOCIATE PLANNER	Hourly	37.6032	39.4834	41.4575	43.5304	45.7070
	Monthly	6,517.89	6,843.78	7,185.97	7,545.27	7,922.54
	Annual	78,214.65	82,125.39	86,231.64	90,543.27	95,070.50
COMMUNITY SERVICES OFFICER	Hourly	23.9551	25.1528	26.4105	27.7309	29.1175
	Monthly	4,152.22	4,359.82	4,577.81	4,806.69	5,047.03
	Annual	49,826.59	52,317.80	54,933.74	57,680.28	60,564.39
ENGINEERING TECHNICIAN	Hourly	26.0549	27.3576	28.7255	30.1618	31.6700
	Monthly	4,516.18	4,741.99	4,979.09	5,228.05	5,489.46
	Annual	54,194.14	56,903.85	59,749.13	62,736.62	65,873.55
PARK & LANDSCAPE MAINTENANCE ASSISTANT	Hourly	27.0502	28.4027	29.8229	31.3140	32.8797
	Monthly	4,688.70	4,923.14	5,169.30	5,427.76	5,699.14
	Annual	56,264.37	59,077.70	62,031.60	65,133.08	68,389.74
PARKS & MAINTENANCE LEAD WORKER	Hourly	31.1915	32.7511	34.3887	36.1081	37.9135
	Monthly	5,406.53	5,676.85	5,960.70	6,258.74	6,571.68
	Annual	64,878.39	68,122.19	71,528.42	75,104.94	78,860.11
PLANNING TECHNICIAN	Hourly	26.0548	27.3576	28.7255	30.1618	31.6699
	Monthly	4,516.17	4,741.99	4,979.09	5,228.05	5,489.44
	Annual	54,194.02	56,903.85	59,749.13	62,736.62	65,873.30
SENIOR WASTEWATER TREATMENT PLANT OPERATOR	Hourly	31.2849	32.8492	34.4917	36.2162	38.0270
	Monthly	5,422.72	5,693.86	5,978.55	6,277.48	6,591.35
	Annual	65,072.65	68,326.31	71,742.65	75,329.79	79,096.20
SENIOR WATER TREATMENT PLANT OPERATOR	Hourly	36.9335	38.7802	40.7192	42.7552	44.8928
	Monthly	6,401.80	6,721.90	7,057.99	7,410.89	7,781.42
	Annual	76,821.60	80,662.79	84,695.88	88,930.73	93,377.07
TRANSIT VAN OPERATOR	Hourly	22.2614	23.3745	24.5433	25.7704	27.0589
	Monthly	3,858.65	4,051.59	4,254.16	4,466.86	4,690.22
	Annual	46,303.75	48,619.06	51,049.97	53,602.37	56,282.60
UTILITY MAINTENANCE CREW LEADER	Hourly	29.7061	31.1914	32.7509	34.3885	36.1080
	Monthly	5,149.06	5,406.51	5,676.83	5,960.68	6,258.72
	Annual	61,788.77	64,878.14	68,121.94	71,528.17	75,104.69
UTILITY MAINTENANCE WORKER I (Public Works)	Hourly	22.2614	23.3745	24.5433	25.7704	27.0589
	Monthly	3,858.65	4,051.59	4,254.16	4,466.86	4,690.22
	Annual	46,303.75	48,619.06	51,049.97	53,602.37	56,282.60
UTILITY MAINTENANCE WORKER II (Public Works)	Hourly	27.0502	28.4027	29.8229	31.3140	32.8797
	Monthly	4,688.70	4,923.14	5,169.30	5,427.76	5,699.14
	Annual	56,264.37	59,077.70	62,031.60	65,133.08	68,389.74
WASTEWATER TREATMENT PLANT OPERATOR I	Hourly	26.1366	27.4435	28.8156	30.2564	31.7693
	Monthly	4,530.35	4,756.86	4,994.71	5,244.44	5,506.67
	Annual	54,364.19	57,082.38	59,936.53	62,933.25	66,080.05
WASTEWATER TREATMENT PLANT OPERATOR II	RANGE NOT CURRENTLY ESTABLISHED					
WATER TREATMENT PLANT OPERATOR-IN-TRAINING	Hourly	25.6783	26.9623	28.3104	29.7260	31.2123
	Monthly	4,450.90	4,673.47	4,907.14	5,152.51	5,410.13
	Annual	53,410.85	56,081.60	58,885.68	61,830.10	64,921.58
WATER TREATMENT PLANT OPERATOR I	RANGE NOT CURRENTLY ESTABLISHED					
WATER TREATMENT PLANT OPERATOR II	Hourly	34.2710	35.9845	37.7838	39.6730	41.6566
	Monthly	5,940.30	6,237.31	6,549.19	6,876.65	7,220.47
	Annual	71,283.59	74,847.75	78,590.32	82,519.78	86,645.64