

RESOLUTION 2024-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EXETER
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN THE
CITY OF EXETER AND THE CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS
(CLOCEA) FOR THE TERM JULY 01, 2024, TO JUNE 30, 2026**

WHEREAS, the City of Exeter ("City") and the California League of City Employees Associations ("CLOCEA") have met and conferred in good faith regarding wages, benefits, and other terms and conditions of employment pursuant to the Meyers-Milias-Brown Act (MMBA); and

WHEREAS, the City and CLOCEA have reached a tentative agreement, and CLOCEA has ratified the tentative agreement on a successor Memorandum of Understanding (MOU) outlining the terms and conditions of employment for the members of CLOCEA; and

WHEREAS, the City Council of the City of Exeter has reviewed the terms and conditions of the MOU and finds that they are in the best interest of the City and its employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Exeter as follows:

1. Approval of Memorandum of Understanding: The City Council hereby approves the Memorandum of Understanding between the City of Exeter and the California League of City Employees Associations, attached hereto as Exhibit "A" and incorporated herein by this reference.
2. Authorization to Execute: The City Administrator is hereby authorized and directed to execute the Memorandum of Understanding on behalf of the City of Exeter.
3. Implementation: The City Administrator and/or their designee is authorized to take all actions necessary to implement the provisions of the Memorandum of Understanding, including but not limited to, the payment of wages and benefits set forth therein.
4. Effective Date: This Resolution shall take effect immediately upon its adoption.

The foregoing resolution was adopted upon a motion of Council Member MILLS, and seconded by Council Member SALLY, and carried by the following vote at the City Council meeting held on November 12, 2024.

PASSED, APPROVED AND ADOPTED this 12th day of November 2024.

AYES: MILLS, SALLY, RIDGLE, JOHNSON, ALVES

NOES: 0

ABSTAIN: 0

ABSENT: 0



Frankie Alves, Mayor

ATTEST:



Francesca Quintana, City Clerk



Memorandum of Understanding
By and Between the City of Exeter and
The California League of City Employees
Associations (CLOCEA)
July 01, 2024 – June 30, 2026

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Article 1 – Recognition

The City of Exeter (hereinafter referred to as "City") recognizes the California League of City Employees Associations (also known as CLOCEA and hereinafter referred to as "Union") as the exclusive representative for all of the Service and Maintenance employees holding any of the classification titles at the City of Exeter listed in Appendix A of this Memorandum of Understanding (herein after referred to as "MOU").

Article 2 – City Authority

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

The City acknowledges that recent court decisions have imposed limitations on City's absolute right to take unilateral steps in circumstances of financial emergencies. In the event the City faces an emergency which may require modification of a term or condition of employment, City agrees to proceed to notify the union and meet and confer or meet and consult, as is legally required, in an effort to work to achieve a mutually agreeable accommodation and resolution consistent with applicable law.

Article 3 – Employee Rights

Employees shall enjoy all employment rights provided by State and Federal statutes and applicable law. Further, the City shall have as a primary goal the protection and furtherance of these rights. Employees covered by this agreement may expect no deliberate violations of their employment rights, and timely corrective responses to legitimate grievances.

Article 4 – Waiver of Concerted Activity

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

Article 5 – Purpose and Application

This Memorandum of Understanding is entered into pursuant to the Myers-Milias-Brown Act, California Government Code Sections 3500 through 3511. It is intended to promote and provide harmonious relations, cooperation, and understanding between the City and employees covered herein, to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under the Memorandum, and to set forth the understanding of the parties reached as a result of good- faith bargaining.

Where this Memorandum of Understanding contains an article pertaining to a specific topic also contained in the City of Exeter Employee Rules & Regulations, the Article in this document shall apply and shall in effect replace the section of the Rules & Regulations.

Where provisions of this Memorandum of Understanding conflict or contradict provisions in the City of Exeter Employee Rules & Regulations, this document shall have precedent over the Rules & Regulations for those employees herein represented.

Where this Memorandum of Understanding is silent as to matters already addressed in the City of Exeter Employee Rules & Regulations, that document shall be the guiding source and authority.

Article 6 – Non-Discrimination

The parties agree to protect the rights of all employees to join and participate in the activities of CLOCEA or to have CLOCEA represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing himself/herself individually or appearing on his/her own behalf with the City, except as regards contract negotiations. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights. The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age, national origin, or political or religious affiliations.

Article 7 – Maintenance of Benefits

The provisions of all existing ordinances, resolutions, and policies of the City pertaining to the employment relationship, and which are within the scope of bargaining, shall remain in full force and effect, except as modified by this agreement, or as modified during the term of the agreement through the process of "meet and confer" where mutual agreement is reached.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding unless made and executed in writing by all parties hereto and, if required, approved and implemented by the City Council.

Article 8 – Term of Agreement

This agreement shall run from July 01, 2024, through June 30, 2026.

Article 9 - Wages, Standard Work Week, Pay Period, and Pay Day

Effective the first full pay period including August 12, 2024, the City of Exeter shall grant a 4.0% base wage increase for the positions covered by this MOU.

Effective the first full pay period including July 01, 2025, the City of Exeter shall grant a 4.0% base wage increase for the positions covered by this MOU.

Eligible employees shall be granted merit step increases as appropriate during the term of this agreement.

The standard definition of FLSA workweek for City of Exeter employees shall be as follows:

- Employees shall work forty (40) hours in a standard workweek which shall begin at 12:00 a.m. on Monday and run through 11:59 p.m. on the following Sunday. *For purposes of calculating weekly overtime, the appointing authority shall have the discretion to designate an alternative workweek for a particular position where doing so will result in the overtime workweek aligning with the work schedule for that position. The appointing authority may also designate alternate workweeks based on operational needs.*
- The appointing authority shall fix the scheduled hours of work with due regard for the convenience of the public, this Memorandum of Understanding, and the laws of the State of California and the City of Exeter.

Pay periods are currently two weeks in length, beginning on Monday and running through the second Sunday following.

Employees are paid for the prior pay period on the first Friday following the pay period.

Article 10 – Overtime and Compensatory Time Provisions

It is the policy of the City of Exeter that overtime worked be kept to the minimum consistent with the protection of life, property, and the efficient operation of the department and activities of the City.

Overtime is defined as hours actually worked in excess of those regularly scheduled for the given day/week - hours actually worked in excess of eight (8) hours per day or forty (40) hours per work week. For the purposes of this article, vacation leave hours taken are considered hours worked. Sick leave hours taken are not considered hours worked.

Except as otherwise provided, work performed within the definition of overtime shall be compensated at a rate of 1.5 times the regular rate of pay, or as compensatory time banked at a rate of 1.5 times the hours worked. Overtime shall be recorded on City timecards (automated or manual) to the nearest minute (within the technical constraints of the system.)

As a standard, overtime shall be paid to the employee as payroll.

The employee will be paid straight time or overtime as appropriate. If the employee wishes to be paid

comp time, they will so note that information on their time card. Compensatory time may be accrued to a cap of eighty (80) hours.

- Special Circumstances - Call Back Minimum

If an employee is called back in to work after the completion of their regular shift the City agrees to provide for a minimum call back time of two (2) hours. If the time actually worked is less than two (2) hours, the timecard shall reflect time worked as two (2) hours (the minimum.) If the time actually worked is greater than two (2) hours, the timecard shall reflect the time actually worked to the nearest minute. If the employee completes the assigned work and returns home, but is called back out within the original 2-hour window of time, that additional work shall be completed as part of the original call back. If the employee returns home and is called back after the original 2-hour window of time has expired, that call shall generate a new 2-hour minimum, with all the same provisions as stated above.

All hours compensated under the above call back provisions shall be at time-and-one-half (overtime) rate.

Public Works employees shall respond to callout only when directed to do so by the Public Works Director, his designee, or the City Administrator. The Public Works Director shall designate, when appropriate, an employee to authorize callout of Public Works employees. Any such individual so designated - if not already in a supervisory/management position - shall be appropriately temporarily reclassified and/or compensated for working out of class in providing such administrative duties. Urgent alarms/emergencies at the Wastewater Treatment Plant, City water tower, or City water wells will be exempt from this authorization requirement.

- Special Circumstances - Standby Compensation and Overtime Calculation

City of Exeter employees may be eligible to receive "standby" compensation. Those employees who are requested to remain on standby over a weekend or other designated period shall be compensated as established by this Agreement. Currently this standby compensation is thirty dollars (\$30.00) per day and shall remain so through the term of this agreement. Employees on "standby" status agree to remain within a twenty (20) minute response time to the city of Exeter and shall refrain from consuming alcohol during the standby time.

An employee receiving standby compensation may not necessarily be called in or called back to work that day, and the employee retains the standby compensation regardless of whether or not they are called. Employees are required to indicate actual standby time worked by submitting a hard copy timesheet with a punch card.

Article 11 – Payroll Deductions for Union Dues

It is understood and agreed that the Union (CLOCEA) has the right to payroll deduction of dues, service fees, and insurance premiums upon written authorization by the affected City employee. Such deductions shall be made bi-weekly to coincide with the City's payroll cycle and shall be forwarded to the Union.

Article 12 – Retirement Benefit

The City of Exeter participates in the CalPERS retirement program. Members represented by this MOU participate in the CalPERS local government employee "3% at Age 60" plan if they meet the criteria of "classic" CalPERS members, as defined by the Public Employee Pension Reform Act and related changes established by CalPERS in response to this legislation. "New" CalPERS members represented by this MOU receive an alternative benefit plan as mandated by CalPERS (2% at Age 62) with employee contributions also mandated at half of the normal cost rate rounded to the nearest quarter of one percent. (The effects of the Public Employees Pension Reform Act are essentially that plan premiums are less costly because "new" CalPERS members receive a diminished retirement benefit plan as compared to "classic" members.)

The City of Exeter has, to this point, been responsible for payment of the full employer contribution to the plan. Effective as soon as operationally feasible (on or immediately after July 1, 2015) the Employees have requested, and been approved, to contribute 3.0% of the EMPLOYER contribution to the plan. In exchange, each salary step shall be increased 3.0% to mitigate the net impact (there are some additional costs to the City that result from this action.) "Classic" employees are already responsible for payment of the full employee contribution of 8.0%.

All employees are responsible for understanding their specific CalPERS benefit, and should consult the City's Personnel Officer for any clarifications.

Except as modified by this MOU, retirement benefits shall remain in place as previously established, with no other changes during the term of this agreement in regard to employee contribution amounts or percentages unless mandated by legislation.

Early retirement, with reduced benefits, is available to an employee as provided by the CalPERS benefit plan.

Employees contemplating retirement are strongly urged to contact CalPERS directly to estimate retirement benefits and plan accordingly.

Article 13 – Health Benefits

In agreement with CLOCEA, the health insurance carrier was changed from AETNA to Blue Shield at the end of November 2020 to continue providing a wide network of health care providers. The Health Reimbursement Arrangement (HRA) with Employer Driven Insurance Services (EDIS), formerly BEN+ LECT, was continued to keep the benefit level to the employees the same after the health carrier change. This health benefit program will be reviewed by the City in the last quarter of the calendar year to determine how it compares to other options.

The City will provide a dental/vision insurance coverage through Principal for dental and Vision benefits per the plan presented to CLOCEA. This dental/vision benefit program will be reviewed by the City in the last quarter of each calendar year to determine how it compares to other options. Current employees opting out of the health insurance plan will be "grandfathered in" and will continue to be eligible to receive the new dental/vision insurance coverage. Future employees, hired on or after July 1, 2019, will only qualify for this dental/vision insurance coverage if they also participate in the health insurance coverage

In the course of negotiations, the City noted that the concept of a "cap" on City contributions to future medical benefit programs may be introduced. That discussion will occur at such time as plan changes are contemplated.

For CLOCEA members and their families who participate in the City's health plan, the City will pay the monthly fee for the employee and all covered family members to go to the Elite Wellness Health Clinic located at 315 S Johnson St, in Visalia, CA. CLOCEA members who opt out of the City's health plan may participate in this benefit at the member's cost. The City will get this setup and will notify employees as soon as this benefit is available.

Article 14 - Sick Leave & Personal Leave

All regular employees, upon completion of thirty (30) calendar days of continuous service, shall be eligible to utilize sick leave with pay.

Sick leave is currently accumulated at a rate of 8.00 hours per month (approximately 3.692 hours per bi-weekly pay period.) Sick leave accrual begins on the first day of employment.

Sick leave may be taken (deducted from the accrued sick leave bank) in increments of one-quarter hour ($\frac{1}{4}$ hour, $\frac{1}{2}$ hour, full hour) matching the time spent away from work due to illness or injury.

Sick leave accrual, as of the effective date of this agreement, will not be capped/limited for Employees in this bargaining unit.

If an employee is off work on bona fide use of sick time and such time includes a recognized City holiday, the holiday will be taken as such and hours for that day will not be deducted from the employee's sick leave bank.

If an employee becomes ill or injured during his/her approved vacation leave, those hours which he/she was ill or injured may, if requested by the employee and approved by the supervisor, be charged as sick leave provided that sufficient sick leave is available and the request is made and approved during the pay period in which the illness or injury was in effect.

Sick leave may be used as needed and approved to the point of full depletion, at which time the employee will no longer receive pay for time off work due to illness or injury {see also other sections that may apply such as those regarding disability.) If sick leave has been fully depleted and an illness or injury persists, vacation time may be requested by the employee.

Upon full depletion of accumulated sick leave, compensatory time, and vacation time, in regard to an illness or injury, an employee may- upon the recommendation of the employee's Department Head - be placed on medical leave of absence without pay for a period not to exceed sixty (60) days. If the employee is granted such unpaid leave, and at the end of this period is unable to return to work, he/she must request an extension of unpaid medical leave which will be subject to the approval of the City Administrator. Unpaid medical leave of absence is a discretionary leave, subject to the approval of the City based upon individual circumstances. If extended unpaid medical leave is granted, the employee must notify the City of his/her intent and ability to return to work each thirty (30) days. If a request for unpaid medical leave is denied, and all sick leave, compensatory time, and vacation time have been fully

depleted, the employee's service with the City may be considered terminated.

The City reserves the right to require an employee to request of a medical professional a certification of illness or physical incapacity when that employee has been absent from work for three (3) consecutive days in a work week. Such certification must be presented or transmitted to the City prior to the fourth day of absence in the work week.

In the event the affected employee did not see a medical practitioner, he/she may be required to sign a written affidavit confirming the dates and reasons for absence, and be put on notice that any future such absences (3 or more days or 24 hours) will require a written certification from a medical practitioner.

For the purposes of this section, a physician/medical practitioner includes a chiropractor licensed by the State of California.

If written certification is provided, it should be forwarded to the City's Personnel Officer.

Upon separation from City employment, the employee will be paid as indicated for unused sick time hours remaining in his/her accumulated sick leave bank at the employee's current base rate of pay:

<u>Years of Service</u>	<u>Percentage of Balance to be Paid</u>
0 to less than 5	Not eligible
5 to less than 10	15%
10 to less than 15	20%
15 to less than 20	25%
20 to less than 30	30%
30 or more	50%

A retiring employee should consider at the time of retirement the opportunity to convert all, or a portion, of unused sick leave into service credit as part of the City's contract with CalPERS.

- Other Uses of Sick Leave:

Each year, employees may use up to four (4) leave days from their paid sick leave bank as personal leave days. This is not a separate leave accrual, but an alternative allowed use of accumulated sick leave, for personal reasons other than illness or injury. To use sick leave as personal leave in this manner, employees must request and receive approval from their supervisor in advance..

For employees who have accumulated more than 400 hours of sick leave, additional personal leave days may be taken as follows:

400 – 599 hours of accumulated sick leave - Five (5) total personal leave days available

600 – 799 hours of accumulated sick leave - Six (6) total personal leave days available

800 hours or more of accumulated sick leave – Seven (7) total personal leave days available

Leave of absence for maternity leave will be covered under the previous sections of this article and the Personnel Rules and Regulations and pursuant to State Law. Maternity leave shall be considered a valid medical reason and appropriate use of accumulated sick leave. An expectant employee may work until she has a written request from her physician at which time she may utilize accumulated sick leave for absence from work. The employee may continue on sick leave until the doctor gives written permission to return to work or until leave benefits are exhausted as provided above and in the Personnel Rules and Regulations.

Article 15 – Vacation Leave, Accrual Schedule, and Cap

All regular full-time employees, upon the completion of six months of continuous service, shall be eligible to utilize vacation leave.

Vacation leave shall be accrued and credited at regular intervals by all regular employees who are on a pay status.

Employees covered by this agreement shall accrue vacation days according to the following schedule:

<u>Completed Years of Service</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>
0 to less than 3	12 days	8 hours
3 to less than 5	13 days	8 2/3 hours
5 to less than 7	14 days	9 1/3 hours
7 to less than 9	15 days	10 hours
9 to less than 11	16 days	10 2/3 hours
11 to less than 13	17 days	11 1/3 hours
13 to less than 15	18 days	12 hours
15 to less than 17	19 days	12 2/3 hours
17 to less than 20	20 days	13 1/3 hours
20 and above	21 days	14 hours

The maximum number of vacation hours that a covered employee may accrue shall be 300 hours.

Prior approval of use of all vacation time is required by the supervisor or department head. Requests for vacation time of one continuous week or longer shall be submitted no less than one (1) month in advance and acted upon by the City within two (2) weeks of receipt. Priority in approving vacation requests shall be based first on date of receipt of the request and then on seniority. Requests for vacation time of less than one (1) week in length may be requested at least three (3) days in advance and will be timely process by the City.

At no time will an employee be permitted to work for the City during his/her vacation and receive double compensation.

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

If an employee becomes ill or injured during his/her approved vacation leave, those hours which he/she was ill or injured may, if requested by the employee and approved by the supervisor, be charged

as sick leave provided that sufficient sick leave is available and the request is made and approved during the pay period in which the illness or injury was in effect. Payment for accrued vacation upon termination shall be at the employee's current base rate of pay.

Article 16 – Vacation Redemption

Employees may elect to receive cash in lieu of up to eighty (40) hours of vacation leave accrual each calendar year, subject to the terms and conditions in this section.

To receive cash in lieu of vacation leave accrual, an employee must submit an irrevocable written election form no later than December 31st of the calendar year prior to the calendar year in which the employee wishes to receive cash in lieu of leave. To be eligible, the employee must as of the December 31 deadline have at least one-hundred (100) hours of vacation leave accrued, and must have taken at least forty (40) hours of vacation leave during the previous year.

The cash in lieu will be payable in the last pay period of November the following calendar year. Only leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for leave hours accrued in a prior calendar year are not allowed. If an employee for any reason would not have accrued the full amount elected for cash-out during the current year, the cash-out amount will be reduced accordingly.

Article 17 – Workers Compensation

All employees who are absent from work by reason of a work-related injury or illness shall be covered as allowed by Workers Compensation. During the time the employee is in pay status while absent from work by reason of injury or illness covered by Workers Compensation, he/she shall continue to accrue sick leave and vacation benefits as though he/she were not on a leave of absence, but shall not receive credit for holidays.

Article 18 – Disability Coverage

The City will replace its practice of paying short-term disability directly with an insurance policy. The City will pay for the policy and the benefit level, 2/3 of pay for benefits payable after 30 days for up to 6 months, will remain the same. The current system for short term disability will remain until the disability insurance policy can be put into place.

The City shall provide long-term disability benefits for each regular employee, provided and administered by a third-party provider.

Long-term disability benefits activate after six (6) months away from work due to a physician-confirmed disability resulting from a personal illness or personal injury. Within the six (6) month waiting period the following timeline may be helpful as a reference:

- An employee sustains a personal injury or suffers from a personal illness;
- The employee consults with their physician, and their physician determines that the illness/injury is sufficiently serious as to cause them to be away from work for an extended period of time;

- The employee provides the City Personnel Officer with written documentation from the employee's physician describing the nature of the situation, the estimated time that the employee will need to be off work, and if applicable, the estimated date at which the employee may be able to return to work under a light duty work situation;
- The employee utilizes accrued sick leave and/or vacation time for the first thirty (30) days (during which time they continue to accrue sick leave/vacation, receive credit for holidays, pay into CalPERS retirement, etc.);
- On day thirty-one (31) of the absence, the City short term disability insurance policy and the benefit level, 2/3 of pay for benefits payable after 30 days for up to 6 months, begins;
- During this six-month period, the employee no longer accrues sick leave or vacation and is not paid for holidays. During this six-month period the employee is responsible for continuing to make their employee contribution toward health benefits and any usual union dues. The City continues to pay Long Term Disability premiums and Life Insurance premiums;
- During the six-month period, any remaining sick leave or vacation leave can be used to fill in the 1/3 gap in salary;
- If, after the six-month period, the employee is unable to return to work due to the illness/injury, a determination is made as to the course that is followed next;
- If the employee goes onto long-term disability, the Standard policy coverage takes over from the City and the employee continues to receive two-thirds (2/3) of their salary, up to a maximum of \$5000.00 per month.
- Employees must apply for all applicable benefits as listed above and should work with the Personnel Officer to accomplish this.

Miscellaneous Notes:

- Additional short-term disability benefits are made available to City of Exeter employees on a voluntary basis through one or more outside providers, with varying benefits and costs depending upon what is chosen by the employee. This coverage is optional and voluntary, and all costs are borne by the employee. These voluntary benefit plans may or may not cover the first thirty (30) days of illness/injury - each plan must be evaluated individually by the employee. Voluntary benefit plans may or may not coordinate with workers compensation, and the employee is encouraged to ask their provider about coordination of benefits.
- Sick leave donation may be available to an employee to bridge a gap in disability coverage, but that coverage should not be assumed by the employee.
- The employee should work closely with the City of Exeter Personnel Officer regarding continuation of health benefits during the various phases of disability, as circumstances may vary.
- The City of Exeter's disability benefits plan has only a 30-day waiting period, in contrast to the 90-day waiting periods found in many other plans.
- It is important to note that if an employee works any time during an illness/injury, the clock is "reset" and all timelines begin fresh when the employee ceases any work hours.

Light Duty:

The City of Exeter recognizes its legal obligations under applicable State and Federal law to pursue the appropriate procedures to attempt to make reasonable accommodations for employees whose work restrictions prohibit them from performing all of their usual and customary duties.

Article 19 – Other Leaves of Absence

- **Absence Without Leave**

Absence from work without approved leave shall be considered to be without pay. Absence without leave for more than three (3) consecutive days shall be grounds for termination of employment.

- **Jury Duty/Court Appearance**

Regular full-time employees subpoenaed for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties (other than mileage or subsistence allowance) upon receipt of funds by the employee.

Employees shall provide the City a copy of the subpoena prior to serving jury duty. Employees not required to report for jury service until after 10:00 a.m. shall report to their usual work site at the regularly scheduled time and shall be released from work with sufficient time to prepare and report for jury duty. If the employee is serving jury duty at a Tulare County court, and is released from jury duty prior to 2:00 p.m., they shall report back to work and complete their work day. Each employee who reports for jury duty will submit to their supervisor a copy of a time-stamped document provided by the court showing dismissal date/time.

The City cannot control break times or lunch periods while jury duty is served - those shall be at the discretion of the court.

Regular full-time employees who are subpoenaed to appear as witnesses on behalf of the State of California or any of its agencies will be granted a leave of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City upon receipt. Compensation for mileage or subsistence allowance shall not be considered a fee and may be retained by the employee.

Subpoenas for appearance in court on a civil matter unrelated to the employee's City duties, or on a criminal matter unrelated to the employee's City employment, will be accommodated, but appropriate compensatory time or vacation time must be taken by the employee during all absence from work.

- **Leave for Attendance at Industrial Accident Commission Hearing or Related Physical Examination**

Employees who have been injured in the course and scope of their employment with the City and who are required, as a result of such injury, to be absent from duty to take physical examinations required by the City's Workers Compensation insurer or the Industrial Accident Commission or to attend hearings related thereto, may be granted leave with pay for such absences by the City Administrator, when he/she determines such absences are appropriate and in the best interests of the City, and if the employee is in pay status at the time of the scheduled examination or hearing.

Article 20 - Holidays

The following are designated as official City of Exeter holidays:

January 1 (New Years Day)

New Years Day is observed on January 1. If that date falls on a Saturday, the preceding Friday will be deemed to be that holiday for the purposes of this section. If that date falls on a Sunday, the following Monday will be deemed to be that holiday for the purposes of this section. Observed in 2019 on Tuesday January 1st and in 2020 on Wednesday January 1st.

Third (3rd) Monday in January (Martin Luther King, Jr.'s Birthday)

Third (3rd) Monday in February (George Washington's Birthday)

Last Monday in May (Memorial Day)

July 4 (Independence Day) - Observed in 2018 and 2019 on July 4th.

First (1st) Monday in September (Labor Day)

November 11 (Veteran's Day) Observed on November 12 in 2018 and on November 11th in 2019.

Fourth (4th) Thursday and Friday in November (Thanksgiving)

December 24 (Christmas Eve Day)

Christmas Eve Day (December 24) shall be on the day prior to Christmas. If the day off for Christmas occurs on a Monday, the previous Friday will be the day observed. If Christmas is "deemed" to be on Friday then the day occurs on the preceding Thursday.

December 25 (Christmas Day)

Christmas is observed on December 25. If that date falls on a Saturday, the preceding Friday will be deemed to be that holiday for the purposes of this section. If that date falls on a Sunday, the following Monday will be deemed to be that holiday for the purposes of this section.

December 31 (New Years Eve)

New Years Eve (December 31) shall be a 4-hour work day on the day prior to New Years Day. If, as noted above, the day off for New Years Day occurs on a Monday, the previous Friday will be the 4-hour work day observed. If New Years Day is "deemed" to be on Friday then the 4-hour day occurs on the preceding Thursday.

Employee Birthday (defined)

Each employee shall be granted one (1) paid day off for his/her birthday. The day off must be taken within seven (7) calendar days before and seven (7) days after the employee's actual birthday. If the day is not requested and taken within this time, it is

lost and not otherwise compensated. The specific date to be taken must be approved by the employee's supervisor, but shall not be unreasonably withheld within the designated period.

This benefit shall not be construed as an official holiday.

Article 21- Uniforms/Uniform Allowance and Boot Allowance

Designated employees in the Public Works and Community Services departments shall be provided uniforms at no cost to the employee. The employee shall not wear the uniforms for other than job-related purposes. An employee will have to pay for replacement of, loss, or careless damages to the uniform.

For each member of this group serving in a field assignment, who has been actively working their regularly assigned shift for the preceding six months, or is a new hire, or is returning to their regular work schedule after an extended absence, the City shall provide a boot allowance of \$250.00 per fiscal year to those employees requiring such footwear. This allowance is not retroactive - it applies to the current fiscal year at the time it is requested. The employee may purchase appropriate boots/shoes from one of the following authorized vendors:

- Boot Barn
- Lehigh Outfitters
- Redwing
- Morris Levin
- Tractor Supply

Any boot or shoe purchased must be certified as "ASTM F2413-05 PT Class 75 Protective Toe" compliant. The employee may request to purchase boots from another vendor by submitting a written request to the Department Head, said request must be approved by the Department Head prior to purchase. The City shall provide to the employee upon request, and employee shall acquire, appropriate purchase documentation prior to employee making a purchase. If the desired footwear exceeds \$250.00 in cost, the employee will be responsible for paying the difference at the time of purchase. Employee shall present the purchased shoes/boots to management to confirm the appropriateness before use. If the selected work boots do not exceed \$250.00, the employee may at their discretion elect to purchase work stockings from the same vendor, and at the same time as the boot purchase, up to a total combined amount of \$250.00 for boots/shoes and work stockings.

Article 22 - Educational Reimbursement

Educational reimbursement will be provided up to a maximum of \$750.00 per fiscal/school year. Employees wishing to pursue such reimbursement may request City funds when registering for the course(s) or after completion of the course(s). Employees shall submit a written request, with appropriate backup documentation, to their Department Head for processing. The Department Head will review the request for completeness and forward to the Personnel Officer within a calendar week for processing.

If the employee requests funds at the time of registration, they must submit documentation of the name, location, and cost of the course(s). The employee must also submit proof of successful completion of the course with a passing grade upon completion. If the employee fails to complete the course(s) or does not complete the course(s) with a passing grade, the employee must return the funds to the City of Exeter.

The City reserves the right to deduct any such amount due the City from the employee's payroll or next special check.

If the employee requests reimbursement for a course(s) after completion, they must submit documentation of the name, location, and cost along with evidence of successful completion of the course(s) with a passing grade. Payment for, or reimbursement for, standalone tests, related to a course or related to pertinent job skills, will be allowed for no more than two attempts to successfully pass the test per fiscal year. If an employee attempts multiple times to pass a test, unsuccessfully, but is eventually successful, the City shall allow use of these funds to reimburse the employee for the expense of the final successful attempt.

Special licensing may be required for specific job classifications- particularly in the areas of water distribution, wastewater collection, and wastewater treatment. Should such licensing be required, the City shall bear the licensing fees. Fees related to optional training or licensing will be paid by the city or reimbursable within the provisions of this Article, but expenses such as travel and lodging for optional training, licensing, certification, or testing will only be allowed if budgeted in the department's training budget and approved by the Department Head.

Special drivers license classification may also be required for certain job classifications. The additional expense of such licensing, above and beyond the expense for typical automobile licensing, shall be paid by the city or reimbursed to the employee by the City.

Article 23 - Bi-Lingual Pay

Qualified and designated employees shall be granted a bi-lingual pay allowance of \$23.08 paid bi-weekly. Employees in these designated positions must satisfactorily pass the City's established bi-lingual exam process. Qualification and designation shall be approved by the City Administrator.

Article 24 - Retention Pay

Retention Pay shall be available to all CLOCEA employees. CLOCEA employees shall receive retention pay based on complete years of continuous City of Exeter full-time employment/service as a percentage of base wages as follows: 2.5% at each of 6, 10, and 15 years (up to a maximum of 7.5%).

Article 25 - Safety Program and Training for Animal Handling

The City of Exeter has established policies, procedures, and practices to encourage a safe work environment and safe work practices. The City shall provide an appropriate form for, and communication to employees on how to report, potentially unsafe conditions.

City of Exeter employees who have among their primary responsibilities specific job duties involving animal control or animal handling will have those duties contained within their job descriptions and will already possess, or be provided by the City of Exeter, appropriate training in handling such situations. If trained City employees are not on duty, or are otherwise unavailable for response to a call involving a dangerous/vicious animal, the City will request assistance from a suitable animal control officer from another jurisdiction or agency. Public Works and/or Community Services employees who are likely to encounter dead/injured animals during the course of their normal duties will be provided appropriate training as part of the City's routine safety training program.

Article 26 - Random Drug Testing

The City of Exeter shall adopt a legally sound and operationally appropriate process for random drug testing of employees in specified job classifications (as determined and defined by law.)

Article 27 -Time for Union Business

Two designated Union Stewards shall be released two (2) hours per month for Union business.

Union members shall be released one (1) hour, on a day prior to or during negotiations, to be agreed upon by the City and Union, for discussion of negotiations proposals. This hour shall be considered and recorded as time worked on that date. Other meeting times involving Union members shall occur during non work hours and employees shall not be compensated.

Article 28 - Disciplinary Proceedings

If discipline is to be imposed, an employee may informally provide information to their department head if they disagree with the level of discipline. However, if a formal Skelly conference is requested, someone other than their department head will act as the Skelly Officer.

Article 29 – Classification and Compensation Survey

The City will commission a Citywide classification and compensation survey in 2025 with the goal of completion of the survey on or before March 01, 2026. If completed during the term of this agreement and prior to the next round of successor MOU bargaining, the survey will be presented to City Council and CLOCEA for informational purposes only, and the parties agree to engage in preliminary discussions regarding the survey before starting actual meeting and conferring on the successor MOU. Additionally, during the term of this agreement, the City will update CLOCEA on a quarterly basis of the status of the survey.

Article 30 - Severability

If the effect of any provision of this Agreement shall be held to be invalid by any Court of competent jurisdiction, the remainder of the Agreement shall not be affected, and the parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement provision.

Article 31 - Enactment

It is agreed that the foregoing shall be submitted to both the City Council of the City of Exeter by the City Administrator or his representative, and to the Union membership by its representative Committee, for consideration and approval.

Executed this 13th day of November 2024

FOR THE CITY OF EXETER



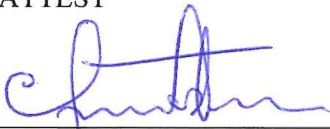
Adam Ennis, City Administrator

FOR CLOCEA



Marcus Millan, Steward/President

ATTEST



Francesca Quintana, City Clerk



Mike Cosenza, CLOCEA

Appendix A

Covered Full-Time Classifications

Accounting Assistant

Administrative Assistant

Animal Control/Code Enforcement

Chief Operator

Clerk Dispatcher

Community Services Officer

Crew Leader

Maintenance Technician

Mechanic II

Maintenance Worker

Skilled Maintenance Worker

Operator I Water/Wastewater

Operator II Water/Wastewater

Records Clerk

Office Assistant

Recreation Leader

Recreation Coordinator

Recreation Supervisor

Senior Clerk Dispatcher

Senior Administrative Assistant