



## CITY COUNCIL SPECIAL MEETING

Clearlake City Hall Council Chambers  
14050 Olympic Dr, Clearlake, CA

Wednesday, July 01, 2026

Special Meeting 5:00 PM

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The City Council meetings are viewable in person in the Council Chambers, via livestreaming on the City's YouTube Channel ([https://www.youtube.com/channel/UCTyifT\\_nKS-3woxEu1ilBXA](https://www.youtube.com/channel/UCTyifT_nKS-3woxEu1ilBXA)) or "Lake County PEG TV Live Stream" at <https://www.youtube.com/user/LakeCountyPegTV/featured> and the public may participate through Zoom at the link listed below. The public will not be allowed to provide verbal comment during the meeting if attending via Zoom. The public can submit comments in writing for City Council consideration by commenting via the Q&A function in the Zoom platform or by sending comments to the Administrative Services Director/City Clerk at [mswanson@clearlake.ca.us](mailto:mswanson@clearlake.ca.us). To give the City Council adequate time to review your comments, you must submit your written emailed comments prior to 4:00 p.m. on the day of the meeting.

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### AGENDA

**MEETING PROCEDURES:** *All items on agenda will be open for public comments before final action is taken. Citizens wishing to introduce written material into the record at the public meeting on any item are requested to provide a copy of the written material to the Administrative Services Director/City Clerk prior to the meeting date so that the material may be distributed to the City Council prior to the meeting. Speakers must restrict comments to the item as it appears on the agenda and stay within a three minutes time limit. The Mayor has the discretion of limiting the total discussion time for an item.*

*Pursuant to Senate Bill 1100 and the City Council Norms and Procedures, any member of the public making personal, impertinent, and/or slanderous or profane remarks, or who becomes boisterous or belligerent while addressing the City Council, staff or general public, or while attending the City Council meeting and refuses to come to order at the direction of the Mayor/Presiding Officer, shall be removed from the Council Chambers or the Zoom by the sergeant-at-arms or the City Clerk and may be barred from further attendance before the Council during that meeting. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Mayor/Presiding Officer. The Mayor/Presiding Officer may direct the sergeant-at-arms to remove such offenders from the room.*

## AMERICANS WITH DISABILITY ACT (ADA) REQUESTS

If you need disability related modification, including auxiliary aids or services, to participate in this meeting, please contact Melissa Swanson, Administrative Services Director/City Clerk at the Clearlake City Hall, 14050 Olympic Drive, Clearlake, California 95422, phone (707) 994-8201, ext 106, or via email at [mswanson@clearlake.ca.us](mailto:mswanson@clearlake.ca.us) at least 72 hours prior to the meeting, to allow time to provide for special accommodations.

### AGENDA REPORTS

Staff reports for each agenda item are available for review at [www.clearlake.ca.us](http://www.clearlake.ca.us). Any writings or documents pertaining to an open session item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection on the City's website at [www.clearlake.ca.us](http://www.clearlake.ca.us).

### Zoom Link:

Join from PC, Mac, iPad, or Android:

<https://clearlakeca.zoom.us/j/85661463169?pwd=eSeDVK2QP1KzoaQZHxq2v8iPcH6DIL.1>

Passcode:260377

### A. ROLL CALL

### B. PLEDGE OF ALLEGIANCE

### C. BUSINESS

1. Award of Contract for the Dam Rd Roundabout Project  
Recommended Action: Authorize City Manager to enter into a contract with Ghilotti Construction in the amount of \$2,698,550.69 for the Dam Rd Roundabout Project and authorize the City Manager to approve up to 10% for additional unforeseen contract amendments.
2. Consideration of Adoption of a Memorandum of Understanding (MOU) with the Clearlake Municipal Employees Association (CMEA) for July 1, 2026 through June 30, 2027  
Recommended Action: Adopt MOU and authorize the City Manager to sign
3. Consideration of Adoption of a Memorandum of Understanding (MOU) with the Clearlake Police Officer Association (CPOA) for July 1, 2026 through June 30, 2027  
Recommended Action: Adopt MOU and authorize the City Manager to sign
4. Consideration of Adoption of a Memorandum of Understanding (MOU) with the Clearlake Middle Management Association (MMA) for July 1, 2026 through June 30, 2027  
Recommended Action: Adopt MOU and authorize the City Manager to sign

### D. ANNOUNCEMENT OF ACTION FROM CLOSED SESSION

### E. ADJOURNMENT

POSTED: June 30, 2026

BY:

A handwritten signature in blue ink that reads "Melissa Swanson". The signature is written in a cursive style with a large initial 'M' and 'S'.

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Melissa Swanson, Administrative Services Director/City Clerk

# CITY OF CLEARLAKE

City Council



<b>STAFF REPORT</b>	
<b>SUBJECT:</b> Award of Contract for the Dam Rd Roundabout Project	<b>MEETING DATE:</b> July 1, 2026
<b>SUBMITTED BY:</b> Trystan Hayes, Construction Project Manager	
<b>PURPOSE OF REPORT:</b> <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

**WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:**

The City Council is being asked to approve a contract for the Dam Rd Roundabout Project and authorize the City Manager to approve up to 10% for additional unforeseen contract amendments.

**BACKGROUND/DISCUSSION:**

The City solicited proposals for Dam Rd Roundabout Project via OpenGov on March 13, 2026. Improvements include roundabout installed at the intersection of Dam Rd and Dam Rd Ext to improve traffic and pedestrian safety. The City opened bids on May 7, 2026. The following bids were submitted:

1. Ghilotti Construction - \$2,698,550.69
2. Granite Construction - \$2,869,342.00
3. Argonaut Constructors - \$3,107,025.50

The City would like to award the contract to the lowest responsible bidder, Ghilotti Construction.

**OPTIONS:**

1. Move to approve the contract with Ghilotti Construction in the amount of \$2,698,550.69 and authorize the City Manager to approve up to 10% for additional unforeseen contract amendments.
2. Other direction

**FISCAL IMPACT:**

None     \$2,698,550.69    Budgeted Item?  Yes     No

Budget Adjustment Needed?  Yes     No    If yes, amount of appropriation increase: \$

Affected fund(s):  General Fund     Measure P Fund     Measure V Fund     Other: LPP and CDBG Grants

Comments:

**STRATEGIC PLAN IMPACT:**

- Goal #1: Economic Development
- Goal #2: Public Facilities and Infrastructure
- Goal #3: Celebrate Clearlake
- Goal #4: Clean
- Goal #5: Fiscal Sustainability
- Goal #6: Safe

**SUGGESTED MOTIONS:**

Authorize City Manager to enter into a contract with Ghilotti Construction in the amount of \$2,698,550.69 for the Dam Rd Roundabout Project and authorize the City Manager to approve up to 10% for additional unforeseen contract amendments.

**Attachments:**

# CITY OF CLEARLAKE

City Council



<b>STAFF REPORT</b>	
<b>SUBJECT:</b> Consideration of Adoption of a Memorandum of Understanding (MOU) with the Clearlake Municipal Employees Association (CMEA) for July 1, 2026, through June 30, 2027	<b>MEETING DATE:</b> July 1, 2026
<b>SUBMITTED BY:</b> Melissa Swanson, Administrative Services Director/City Clerk	
<b>PURPOSE OF REPORT:</b> <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

**WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:**

The City Council is being asked to approve the Memorandum of Understanding (MOU) between the City of Clearlake and the Clearlake Municipal Employees Association (CMEA) for the period of July 1, 2026, through June 30, 2027, and authorize the City Manager to sign.

**BACKGROUND/DISCUSSION:**

The CMEA represents employees in City Hall administration offices and public works. The City negotiations team and the CMEA have reached a tentative agreement for an MOU covering the period of July 1, 2026, through June 30, 2027.

This report summarizes the tentative agreement negotiated in good faith with CMEA representatives in accordance with the Meyers-Milias-Brown Act regarding salaries, benefits and other terms and conditions of employment. The City negotiation team believes this agreement acknowledges the critical role the CMEA employees play in Clearlake’s success while balancing financial responsibility and sustainability within budget constraints.

Highlights of the tentative agreement are as follows:

- Term: A one-year agreement effective July 1, 2026, through June 30, 2027.
- Cost-of-Living Adjustment (COLA): A 3% COLA.
- Removal of the recertification requirement for bilingual pay.
- Covered Positions: Updated list of positions covered within the bargaining unit

A redlined version of the MOU is attached to this staff report.

**OPTIONS:**

1. Move to approve the MEA MOU and authorize the City Manager to sign.
2. Other direction

**FISCAL IMPACT:**

None     \$    Budgeted Item?  Yes  No

Budget Adjustment Needed?  Yes  No    If yes, amount of appropriation increase: \$

Affected fund(s):  General Fund     Measure P Fund     Measure V Fund     Other:

Comments: If approved, the FY 2026-27 Budget reflects the salary increase indicated in the MOU.

**STRATEGIC PLAN IMPACT:**

- Goal #1: Economic Development
- Goal #2: Public Facilities and Infrastructure
- Goal #3: Celebrate Clearlake
- Goal #4: Clean
- Goal #5: Fiscal Sustainability
- Goal #6: Safe

**SUGGESTED MOTIONS:**

Move to approve the Memorandum of Understanding (MOU) between the City of Clearlake and the Clearlake Municipal Employees Association (MEA) for the period of July 1, 2026 through June 30, 2027 and authorize the City Manager to sign.

- Attachments:**    1) Redlined Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF CLEARLAKE  
AND THE  
CLEARLAKE MUNICIPAL EMPLOYEES ASSOCIATION**

July 1, ~~2025-2026~~ through June 30, ~~2026~~2027

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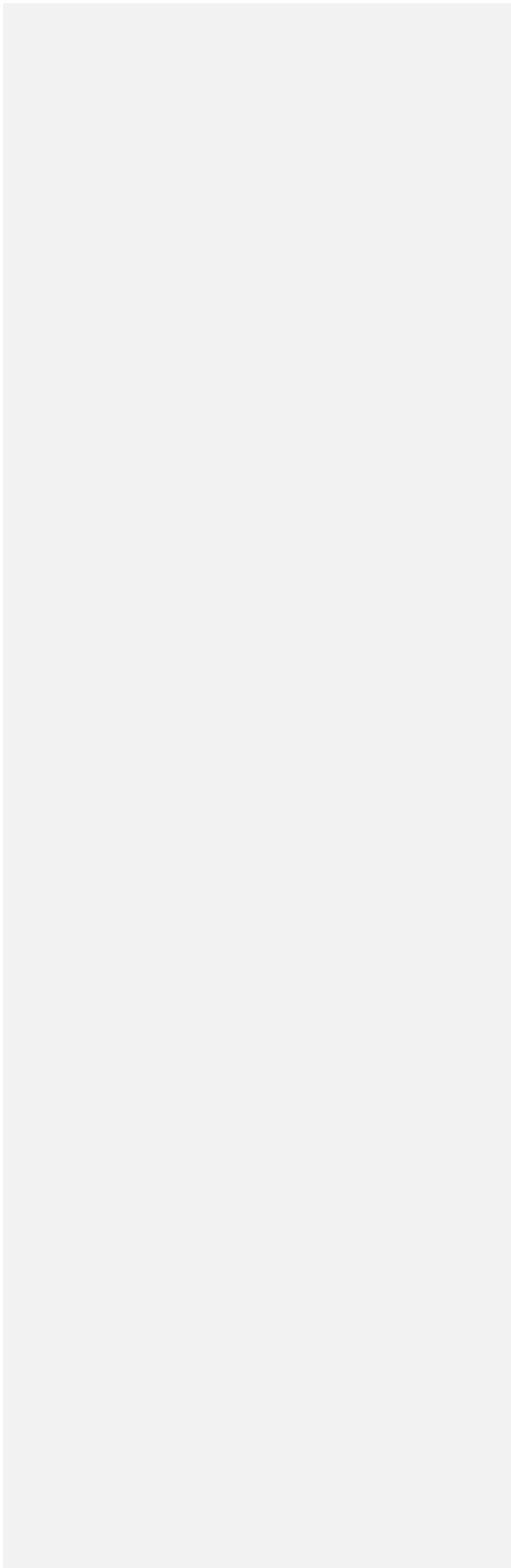
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**ARTICLE I: GENERAL PROVISIONS**

**Section 1.0 Preamble**

This Memorandum of Understanding (hereinafter referred to as MOU or Agreement, interchangeably) has been prepared pursuant to California Government Code Sections 3500 et seq., the City of Clearlake Personnel System (Ordinance No. 10), the City of Clearlake Personnel System Rules and Regulations Resolution (No. 81-40), and the City of Clearlake Employer-Employee Organization Relations Resolution (No. 83-40), which are hereby incorporated by reference. This Agreement has been made and executed by the Clearlake Municipal Employee Association affiliated with Operating Engineers Local No. 3 (hereinafter referred to as "Association") and the Employee Relations Officer of the City of Clearlake (hereinafter referred to as "City") and satisfies the City's duty to meet and confer with the Association.

The parties have met and conferred in good faith regarding the terms and conditions of employment for members of the Association, and having reached agreement as herein set forth, agree to submit this MOU to the City Council with the joint recommendation that the City Council adopt its terms and conditions and take such action as may be necessary to implement its provisions.

**Section 2.0 Purpose**

It is the purpose of this MOU to promote and provide for continuity of operation and employment through harmonious relations, cooperation and understanding between the management of the City and the employees covered by the provisions of this Agreement, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

**Section 3.0 Recognition**

The City acknowledges the Association as the Exclusively Recognized Employee Organization representing the permanent employees occupying job classification set forth in Exhibit A.

The Association acknowledges that job classification(s) designated confidential shall be restricted from participating in representation of the Association.

**Section 4.0 Employee Rights and Responsibilities**

Association members shall be free to participate in Association activities without interference, intimidation or discrimination in accord with State and City rules and regulations. Association rights and responsibilities include:

- 4.1 The right to represent its members before the City Council with regard to wages, hours and working conditions.
- 4.2 The right of reasonable notice of any proposed ordinance, resolution, regulation or rule relating to wages, hours and working conditions.
- 4.3 The right to reasonable time off without loss of compensation or benefits when meeting and conferring with management representatives on matters relating to wages, hours and working conditions.
- 4.4 The right of reasonable use of City facilities for Association activities, provided that appropriate advance arrangements are made and applicable costs to the public are borne by the Association.
- 4.5 The right of reasonable access to employees and applicable documents for the purpose of processing grievances and appeals. Such access shall not interfere with the normal operations of the City or with safety and security requirements of the Police Department.
- 4.6 The right to maintain a bulletin board in an area readily accessible to Association members.
- 4.7 The right to have payroll deductions made for payment of Association dues, subject to written request of each individual Association member.
- 4.8 The right to recommend changes to the Personnel System and Personnel Rules and meet and confer on changes thereof.

**Section 5.0 Management Rights and Responsibilities**

The City shall reserve and retain the sole and exclusive right, whether exercised or not, to administer, manage and operate its municipal services and the work force employed to perform those services. Management rights and responsibilities include:

- 5.1 The right to determine the organization of the City government and the purpose and mission of its constituent parts.
- 5.2 The right to set standards of service and levels of staffing for both routine services and emergency operations.
- 5.3 The right to determine the type and kind of goods and services to be made, purchased and contracted for.
- 5.4 The right to determine the methods of financing municipal services.

- 5.5 The right to administer the Personnel System in accordance with Ordinance No. 10, the Personnel Rules and Regulations, the Employer-Employee Organization Relations Resolution and this MOU.
- 5.6 The right to assign work and direct employees.
- 5.7 The right to establish and implement rules, regulations, policies and procedures related to efficiency, productivity, performance, personal appearance, codes of conduct and safety and to require compliance therewith.

**ARTICLE II: WAGES AND BENEFITS**

**Section 1.0 Prior Negotiations and Agreements**

The Personnel System Rules and Regulations, as amended by Resolution No. 82-60 are hereby incorporated by reference.

**Section 2.0 Retirement Plan and Contribution**

- 2.1 “Classic” (Employed by the City or other eligible public agency prior to January 1, 2013 as defined by CalPERS) non-sworn unit employees shall be provided the benefit of the Miscellaneous Members 2%@55 retirement formula.
- 2.2 “Classic” non-sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 7%.
- 2.3 “PEPRA” (Employed by the City or other eligible public agency on or after January 1, 2013, as defined by CalPERS) non-sworn unit employees shall be provided the benefit of the Miscellaneous Members 2%@62 retirement formula.
- 2.4 “PEPRA” non-sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 6.25%.

**Section 3.0 Salary Adjustment and Longevity Pay**

- 3.1.1 Effective July 1, ~~2025~~2026, all unit members will receive a three percent (3%) cost of living adjustment (COLA) increase.
- 3.2 The City will provide a longevity payment to all unit employees based on the following schedule:

Completion of Years of Service	% of Salary Longevity Payment
--------------------------------	-------------------------------

5	1.0%
6	2.0%
7	3.0%
8	4.0%
9	5.0%
10	6.0%
11	7.0%
12	8.0%
13	9.0%
14	10.0%

3.3 Merit Increases:

All Merit Increases and Status Changes affecting employee pay shall be effective the first day of the pay period following the anniversary date or date of change of status.

3.4 Payment of Comp Time Upon Promotion and/or Change of Bargaining Unit:

Employees who have accrued compensation time and who are promoted to a new bargaining unit shall receive a cash-out of all accrued compensation time prior to the effective date of the promotion/bargaining unit change. This amount would be paid in the next pay period following the promotion date.

3.3 Working Group:

City and bargaining unit agree to meet and confer during the term of this agreement to discuss a restructure of the maintenance worker classifications with the intent to improve market equity and recruitability for these classifications.

**Section 4.0 State Disability Insurance**

4.1 The City agrees to pay 100% of employee contribution for State Disability Insurance.

**Section 5.0 Deferred Compensation Plan**

5.1 The City agrees to maintain the availability of a deferred compensation plan for voluntary employee participation and contribution.

**Section 6.0 Health Care Benefits**

6.1 The City shall provide a Medical/Dental/Vision Plan for unit employees and their dependents. The medical plan shall be offered by Operating Engineers Local No. 3 with individuals paying the associate membership fee.

The City shall pay eighty percent (80%) of the insurance premium cost and the employee shall pay the remaining twenty percent (20%) of the insurance premium cost.

6.2 Alternative Health Insurance Plan: The Parties agree to work mutually toward seeking health and benefit plans which are acceptable to both Parties.

If an Alternative Health Insurance Plan is identified by either party during the term of this agreement, the City and Association agree to re-open negotiations for the sole purpose of re-negotiating the City and employee levels of contribution and implementation of the plan.

6.3 Waiver of Participation: Effective July 1, 2022, all new employees hired on or after this date who elect to waive participation in the City’s health insurance plan due to participation in a spouse’s insurance program or private health insurance program shall, upon written request to waive said participation and proof of alternative health insurance coverage, receive from the City a two hundred dollar (\$200) flat rate payment towards unit employee’s health insurance plan, regardless of family size or alternate coverage cost.

Current unit members waiving participation and receiving in-lieu pay shall continue to receive in-lieu pay for the duration of this agreement at the equivalent of 50% of the City’s contribution towards employee’s health care plan at the rate effective June 30, 2022.

Should the IRS (or other state or federal agency) adopt rulings or regulations that place the City at great risk of penalty for offering the stipend for opting out of medical insurance, the City reserves the right to delete the Waiver of Participation in-lieu payments.

6.4 The City shall provide a \$50,000 Life Insurance Policy for each employee, with the option for each unit employee to purchase additional voluntary life insurance benefits through the plan.

6.5 If the City is mandated to contribute toward employee’s health insurance program by state or federal action, this section shall be considered invalid and subject to Section 1.0 in Article V (Severability).

**Section 7.0 Non-Economic Negotiations**

The Union or the City may reopen the contract each year in September for the purpose of bargaining up to one non-economic proposal each.

**Section 8.0 Sick Leave**

- 8.1 Sick Leave: Sick leave with pay may only be granted by the appointing authority for valid illness, injury, or scheduled appointment for medical or dental care unless otherwise provided by this Agreement. The department head may require evidence in the form of a physician's verification during the time for which sick leave was requested.
- 8.2 Sick Leave Accrual: Every full time regular employee and probationary employee shall earn sick leave at the rate of eight (8) hours per month, or major fraction thereof. Permanent part time employees shall earn sick leave at a ratio of their hours to full time position.
- 8.3 Temporary Disability-Integrated Pay: An employee who is entitled to temporary disability indemnity under State Labor Code may elect to take that number of hours or portions of hours of his/her accumulated sick leave, or his/her accumulated vacation, as when added to the disability indemnity will result in a payment to the employee of his/her full salary. When accumulated sick leave or vacation or both are exhausted, the employee is still entitled to receive disability indemnity.
- 8.4 Illness While on Vacation: An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation, provided that:
  - a. Immediately upon return to duty, the employee submits to the appointing authority a written request for sick leave and a written statement is signed by the employee's physician stating the nature and dates of the illness.
  - b. The appointing authority recommends and the Personnel Officer approves such granting of such sick leave.
- 8.5 Holidays While on Sick Leave: Observed holidays during sick leave shall not be counted as sick leave, except for employees receiving holiday pay.
- 8.6 Sick Leave for Care of Dependents: A regular employee may use a maximum of forty-eight (48) hours of sick leave per year for the care of a spouse, child or parent. In recognition of unique and extended family relationships, an employee may request in writing, and the City Manager may approve at his sole discretion, use of sick leave for an exception not listed.

- 8.7 Sick Leave Forfeited: An employee leaving municipal service shall forfeit all sick leave benefits. Sick leave may be used only through the final day of actual work performed and not during a period of terminal employment.
- 8.8 Medical/Dental Appointments: Employees may utilize sick leave for medical or dental appointments.

**Section 9.0 Sick Leave Incentive**

- 9.1 A sick leave account shall be established for every employee at the commencement of employment. Effective January of each year, each regular unit employee shall receive incentive pay in the following manner:
  - a. The first sixty-four (64) hours of unused sick leave shall automatically be placed in the employee's sick leave account.
  - b. The remaining accrued and unused sick leave from the preceding calendar year shall be paid by January 15th of each year at the employee's regular base rate of pay.
  - c. The employee shall have an option of converting a maximum of sixteen (16) hours of the unused balance to vacation leave or placing all unused sick leave into the employee's sick leave account

**Section 10.0 Overtime/Compensatory Time**

- 10.1 Overtime: Overtime is that time worked in excess of forty hours in one week as defined in Section 11.1. Overtime shall be calculated at one and one-half (1-1/2) times the employee's base rate of pay.
- 10.2 Compensatory Time in Lieu: Compensatory time may be accrued at the rate of one and one-half (1-1/2) times the number of overtime hours in lieu of overtime pay. A maximum of up to eighty (80) hours of compensatory time may be accumulated. Compensatory time off shall be at the employee's convenience, subject to the approval of the department head and/or the City Manager.

During the month of June of each year, unit employees may, upon recommendation of the Department Head and approval of the City Manager, request pay-off of up to 80 hours of their accumulated compensatory leave balance. Requests shall be submitted in writing to the Department Head no earlier than June 1<sup>st</sup> and no later than June 26<sup>th</sup> of each year. Approved pay off shall be issued no later than June 30<sup>th</sup> of each year.

- 10.3 Scheduled Overtime – Weekend Park Duty: A Public Works employee who has completed a continuous period of duty and who is assigned and scheduled to perform Park Duty on a Saturday or Sunday shall receive a minimum of four (4) hours of overtime compensation for each Saturday and each Sunday worked. Approval of overtime compensation shall be made by the supervisor of the employee. Employees are expected to work the full scheduled time unless released by their supervisor.

**Section 11.0 Work Week Period and Day**

- 11.1 Work Week: The work week shall exclude all un-schedule leaves of absence(s) in calculating hours worked. For the purposes of this section, “un-scheduled” shall be defined as less than 24 hours notice. The work week shall begin at 12:01 A.M. Sunday and end at 12:00 P.M. Saturday.
- 11.2 Day: For the purposes of administering benefits such as vacation accrual, holiday leave, mental health leave, etc. a "day" shall be equivalent to an employee’s scheduled workday, either eight (8), nine (9) or ten (10) hour period. Unless extended by mutual accord of both parties, this provision shall expire effective June 30, 2022 or on the effective date of a successor MOU, whichever occurs last.

**Section 12.0 Flexible Working Hours**

- 12.1 Recognizing the unique requirements of the employees of the City, flexible work hours may be arranged by mutual agreement between individual employees and their respective department heads. Such hours shall allow the employee to work the standard number of hours within each work week.
- 12.2 Such employee working the flexible hours may be reassigned to the normal work schedule, by the department head, by giving at least two weeks written notice or by mutual agreement.
- 12.3 It is further agreed that flexible scheduling must not adversely affect the efficient operations of the department.

**Section 13.0 Call Back**

Any duty required of a Public Works employee by the City after the employee has completed a continuous period of duty and who must be called back to perform such additional duty shall receive a minimum of two (2) hours of overtime compensation, except that employees who are on standby and are called back to work will receive a minimum of two (2) hours for the first call back and a minimum of one (1) hour of overtime compensation for each additional call back occurring during a standby shift. Approval of overtime compensation shall be made by the supervisor of the employee. Employees are expected to work the full call back time unless released by their supervisor.

**Section 14.0 Stand By**

Employees specifically assigned and authorized by the department head (or designee) to remain available at all times to receive and to respond for calls for service are eligible for Stand By pay. Stand By shall be assigned on a biweekly basis. While on Stand By, an employee must either wear a City-supplied cell phone or be available by their personal phone at all times, must refrain from the use of alcohol and/or illegal and/or controlled substances, and must remain within forty-five minutes of the City. Stand by shall be compensated at straight time for two hours pay for each Saturday, Sunday and holiday and three hours for the period of Monday through Friday.

**Section 15.0 Bereavement Leave**

An employee shall receive forty (40) hours bereavement leave due to the death of his or her parent, step parent, mother-in-law, father-in-law, spouse, child, step child, adopted child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

An employee shall receive twenty-four (24) hours of bereavement leave for the death of his or her aunt, uncle, niece, nephew, first cousin, aunt-in-law, uncle-in-law, great-grandfather, great-grandmother, great-granddaughter, or great-grandson at the time of death.

**Section 16.0 Jury Duty**

- 16.1 Every employee who is called or required to serve as a trial juror shall be entitled to be absent from duties with the City during the period of such service or while being present in court. No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty. If the employee has not waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her position. An employee accepted for jury duty shall immediately notify his/her department head in writing whether or not he/she waives or remits the jury fee to the City.
- 16.2 No deductions shall be made from the salary of an employee who has been subpoenaed as a witness as a result of having observed an event or occurrence while on City duty if he/she has submitted the witness fee. The same procedures are to apply as in the above paragraph.

**Section 17.0 Vacation Leave**

- 17.1 Full time regular and probationary employees shall earn vacation leave with pay, as follows:

Upon Completion of Years of Service	Vacation Hours Per Year
0	80 hours
1	88 hours
2	92 hours
3	96 hours
4	100 hours
5	104 hours
6	108 hours
7	112 hours
8	116 hours
9	120 hours
10	124 hours
11	128 hours
12	132 hours
13	136 hours
14	140 hours
15	144 hours
16	148 hours
17	152 hours
18	156 hours
19	160 hours

Vacation leave shall be earned and accrued on a pro-rated monthly basis based upon the above annual schedule.

- 17.2 An employee may accumulate unused vacation leave up to a maximum of twice the number of hours due annually. Under extraordinary circumstances and when the best interest of the City so requires, the City Manager may permit a temporary accumulation of vacation leave in excess of the maximum accrued. Except for the above exception, annual vacation leave shall not accrue nor accumulate in excess of the following amounts:

Years of Service Per	Vacation Hours Year	Maximum per Accrued
0	80 hours	160 hours
1	88 hours	176 hours
2	92 hours	184 hours
3	96 hours	192 hours
4	100 hours	200 hours
5	104 hours	208 hours

6	108 hours	216 hours
7	112 hours	224 hours
8	116 hours	232 hours
9	120 hours	240 hours
10	124 hours	248 hours
11	128 hours	256 hours
12	132 hours	264 hours
13	136 hours	272 hours
14	140 hours	280 hours
15	144 hours	288 hours
16	148 hours	296 hours
17	152 hours	304 hours
18	156 hours	312 hours
19	160 hours	320 hours

17.3 An employee who is eligible for vacation time shall be paid for such accumulated vacation time on the effective date of termination. It shall not be necessary to carry such employee on the payroll for the vacation period and the vacancy thus created may be filled at any time after the effective date of termination. When separation is caused by death of the employee, payment shall be made to the employee's designated beneficiary.

17.4 Pay for Vacation Time

Upon request of the Department Head with approval of the City Manager, an employee may be paid the straight time hourly equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than 80 hours in any one fiscal year for non-management employees and for no more than 80 hours in any one fiscal year for management employees.

17.5 Bi-Lingual Pay

Based on the City and community need and the language proficiency of the employee, the City Manager may approve bilingual pay for Municipal Employees' Association classifications. Approval will only be given where the employee's bilingual skill is regularly used in the course of business.

Bilingual pay shall be 2.5% of base salary for speaking and/or 2.5% of base salary for writing based upon successful passing of testing through Language Testing International and the American Council on the Teaching of Foreign Languages and proficiency of an Intermediate Mid or higher test result. ~~Employee validations are valid for two years from the date of testing.~~

If an employee is off work for over 30 consecutive calendar days, the employee will not receive the bilingual differential for the remainder of the leave.

**Section 18.0 Holidays**

18.1 The following holidays shall be observed:

- New Year's Day - January 1
- Martin Luther King Day - Third Monday in January
- Washington's Birthday - Third Monday in February
- Memorial Day - Last Monday in May
- Juneteenth – June 19th
- Independence Day - July 4th
- Labor Day - First Monday in September
- Veterans' Day - November 11th
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day - December 25th
- New Year's Eve

18.2 If the designated holiday falls on a Saturday, the preceding Friday shall be observed. If the designated holiday falls on a Sunday, the following Monday shall be observed.

18.3 If a holiday observance falls on a day in which an employee is mandated to work, the employee shall be paid time and one-half for all hours worked on the observed holiday.

**Section 19.0 Uniform Regulations**

19.1 The City agrees to provide maintenance worker permanent positions four long-sleeved logoed high-visibility shirts, four short-sleeved logoed high-visibility shirts and high quality rain gear, consisting of one hooded, high-visibility rain jacket and one pair of high-visibility rain trousers. The high-visibility shirts shall be provided for maintenance worker positions at hiring and two times per year: approximately April 1<sup>st</sup> and October 1<sup>st</sup>. Shirts damaged during the course of work may be replaced by the City with the authorization of the Public Works Director.

Reimbursement shall be paid in the amount of purchase or in an amount not to exceed \$400, whichever is the lesser amount, upon presentation by the employee of a receipt for the purchase of such safety footwear for use at work and as may be required for his or her classification. At a minimum, safety footwear shall be steel-toed, leather, six-inch boots.

19.2 Jean Voucher Program –A yearly Jean Voucher program will be established to allow five (5) vouchers to be used each fiscal year for jean/work pant purchase at Dusty D’s Workwear (or another vendor if one is established and agreed upon by both parties).

Each voucher is not to exceed \$50 in value and is to be used for the purchase of jeans/work pants only in the colors of dark blue or black.

**Section 20.0 Personal Property Reimbursement**

20.1 The City shall reimburse Public Works employees for the repair or replacement cost of personal property damaged or destroyed during the performance of his or her duty. The maximum reimbursable amount shall not exceed the cost for items.

The City shall provide for the repair of or replacement of the following items as personal property:

Eyeglasses (prescription)	
Frames	Full Cost
Lenses	Full Cost
Wrist Watch	\$25.00

**Section 21.0 Probationary Period**

Probationary period shall be twelve (12) months for new employees and twelve (12) months for promotional employees. Employees who do not successfully pass promotional probationary period shall be returned to the position previously held by the employee. If the position previously held by the employee has been filled, the City may initiate lay-off procedures in order to return the employee to the position which was previously held by said employee.

**Section 22.0 Special Duty Assignment**

Employees of the Public Works Department shall receive a five percent (5%) premium pay while assigned and performing in a lead position.

Those employees in the classification of Senior Maintenance Worker with Class A driver's licenses shall receive a twenty-five dollar (\$25) premium pay per pay period on the employee's regular pay day, for obtaining and maintaining their Class A Commercial driver's license. This premium pay shall not be included in the employee's pay rate when computing annual vacation pay outs. When an employee is receiving the premium pay, he/she can be directed to perform Class A driver's license duties. Employee is not eligible for the premium pay if he/she is on unpaid leave from City employment.

Those employees in the classifications of Senior Maintenance Worker with Class A driver's licenses shall have the cost of the Medical Examinations that are required to maintain their Class A Commercial driver's license reimbursed by the City upon presenting a voucher from the examining physician in an amount up to \$200. Reimbursements shall not exceed one per renewal period.

Those employees in the classifications of Senior Maintenance Worker with Class A driver's licenses shall have the cost of the driver license renewal and Department of Motor Vehicle examination fees, above and beyond those fees required for non-commercial Class C licenses, required to maintain their Class A Commercial driver's license reimbursed by the City upon successfully completing the required examination and being issued the renewal license, which will then be presented to Administrative Services as proof of maintaining the Class A driver's license. Proof of issuance and renewal of the Class A Commercial driver's license shall be the employee's responsibility and premium pay will not be applied retroactively. Eligibility for City-paid Class A Commercial driver's license courses and premium pay, including reimbursements, shall be based on the needs of the department and at the discretion of the department head.

Senior Maintenance Workers with a Class A Driver's license agree to adhere to the Department of Transportation Policy and Procedures Manual for FMCSA Safety Sensitive Drivers hereby adopted by reference. Senior Maintenance Workers provide consent for the City to conduct limited queries from the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about the employee exists in the Clearinghouse per federal regulations.

**Section 23.0 Tuition and Books**

The City will reimburse those classifications represented by the Association up to \$600 per year for the cost of educational classes and books to encourage higher education subject to the approval of the Department Head.

**Section 24.0 Stress Reduction and Wellness Program**

- 24.1 Wellness Stipend – A \$200 per year wellness stipend will be provided to all classifications within the bargaining unit. This is a reimbursement for costs relating to wellness, up to \$200 maximum per fiscal year. Examples are, but not limited to, Fitbit exercise watch, yoga class, meditation class, smoking cessation, weight loss classes, gym membership, etc.
- 24.2 Outpatient care for treatment by a psychiatrist, psychologist, or certified social worker. The City will reimburse unit employees fifty percent (50%) of the covered charges up to a maximum of \$60 charge, therefore paying up to \$30 per visit, with an overall maximum of twelve (12) visits per fiscal year.

**Section 25.0 Part-Time Permanent Employee Benefits**

- 25.1 Part-time permanent employees who receive pro-rated benefits based upon their scheduled hours pursuant to the Personnel Rules and Regulations of the City of

Clearlake may elect to decline the following benefits and apply the equivalent City contribution towards their contribution towards the monthly health insurance premium:

- . Deferred Compensation
- . Deferred Compensation In-Lieu of Retirees Medical
- . Life Insurance
- . State Disability Insurance

**ARTICLE III: PRE-DISCIPLINE AND GRIEVANCES**

**Section 1.0 Discipline**

Prior to the suspension, demotion, pay reduction or discharge for disciplinary purposes of any regular employee pursuant to provisions of the Personnel Ordinance and Rules, the following procedures shall be complied with:

1.1 Written Notice

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed disciplinary action, the charge(s) being considered, the time periods which the employee may respond, and shall be signed by the appointing authority.

1.2 Employee Review

The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and he/she shall be supplied with a copy of documents or material.

1.3 Employee Response

Within seven (7) calendar days after the employee has had the review opportunity provided above, he/she shall have the right to respond orally or in writing or both, at the employee's option, to the appointing authority concerning the proposed action. The City Manager may at his/her discretion extend such time period to facilitate fair administration of the disciplinary process. The failure of the employee to respond shall constitute the employee's waiver of the opportunity to respond. Notwithstanding the above, a reasonable request for additional time within which to respond shall not be denied.

1.4 Appeal

If the employee does not agree with the decision reached by the appointing authority, the employee may request a hearing before the Personnel Officer within seven (7) calendar days.

Within ten (10) calendar days of receipt of a written request for hearing, the Personnel Officer will schedule a date to hear the appeal of the appointing authority's decision. The failure of the employee to appeal shall constitute the employee's waiver of the opportunity to appeal and the appointing authority decision will become final

If the employee does not agree with the decision reached by the Personnel Officer, the employee may request a hearing before the City Council within seven (7) calendar days.

1.5 City Council

Appeals shall be in writing and filed with the City Manager who shall, within seven (7) days of the receipt of the appeal, inform each member of the City Council and other such persons named or affected by the appeal or the filing of the appeal. The appeal shall be a written statement, addressed to the City council. At least two weeks prior to the hearing date the appellant will submit statement of defense.

1.6 Notice

Upon the filing of an appeal, the City Manager shall set a date for a hearing on the appeal by mutual agreement not to exceed forty-five (45) days from the date of filing. The City Manager shall notify all named or effected parties of the date, time, and place of hearing at such place as the City Council shall preside.

1.7 Hearing

The appellant shall appear personally unless physically unable to do so, before the City Council at the time and place of the hearing(s). He/she may select and may at the hearing produce on his/her behalf relevant oral or documentary evidence. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the City Council by its Mayor, unless a Hearing Officer has been appointed by the Council with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests open hearing. The appellant has a right to be represented during these proceedings.

1.8 Findings and Recommendation

The City Council shall, after the conclusion of the hearing, certify its findings and recommendations in writing to the appellant at its next regular meeting to the person from whose action the appeal was taken and to the City Manager. The City Manager shall review the findings and recommendations of the City council with the person from whose action the appeal was made with a view toward implementing the recommendations of the City Council. The actions taken by the City Council shall be considered binding on the City.

Any member of the City Council may submit a minority or supplemental finding and recommendation. In case of suspension, discharge or demotion, the appointing authority shall reinstate any employee to his/her former status if finding is made by the City Council that the action taken was unwarranted and/or in error.

1.9 Temporary Leave with Pay

Notwithstanding the provisions of this section, upon the recommendation of appointing authority, the City Manager may approve the temporary assignment of an employee to a status of leave with pay pending an investigation(s) or hearing(s) as may be required to determine if disciplinary action is to be taken. Throughout the above procedure, the employee may be represented.

**Section 2.0 Grievance Procedure**

Matters subject to grievance procedure:

A grievance shall be a claim, filed by an employee on his/her own behalf, or by the Association on the employee's behalf, contending that the City has violated or misapplied its obligation expressed and/or written in this agreement. A grievance at the informal stage (supervisor) must be brought forward to the supervisor within fourteen (14) days of the grievable action or event.

The following matters are specifically excluded from consideration under the grievance and appeal procedure:

- A. Determination of contents of job classification.
- B. Determination of the procedures and standards for employment.
- C. Items subject to the meet and confer process.
- D. Matters subject to disciplinary proceedings
- E. The procedures set for therein shall not apply in matters where other methods of dispute resolution have specifically been provided for in State or Federal Law,

such as, but not limited to, appeal of Workers' Compensation claims; unemployment insurance claims; or claims of employment discrimination based upon race, religious creed, sex, color, physical disability, age, medical condition, national origin, political affiliation or marital status for which a remedy is provided by the California Fair Employment and Practices Act or Title VII.

F. Probationary employees rejected during probation shall have no right to appeal or grieve under this MOU.

G. Items filed more than fourteen (14) calendar days following the event giving rise to the grievance or first knowledge of the grievance.

2.1 Informal Grievance Procedure

Every effort shall be made to resolve a grievance through discussion between the grievant and the immediate supervisor. If, after such discussion, the grievant believes that the grievance has not been satisfactorily resolved, he or she shall have the right to discuss the matter with the department head.

2.2 Formal Grievance Procedure

If the grievant is not in agreement with the decision rendered in the informal grievance procedure, he or she shall have the right to present a formal grievance, in writing, to the department head. If such formal grievance has not been submitted within ten (10) regular work days from the date of receiving the informal decision, the informal decision shall be considered as final.

When discussing the formal grievance with the department head, the grievant shall have the right to appear with a representative who may also participate in the discussion.

The department head receiving the grievance shall review it, render a decision and comments in writing and return them to the grievant within ten (10) regular work days after receiving the formal grievance. If the grievant does not agree with the decision reached, the grievant may appeal in writing to the City Council within ten (10) regular work days. Failure of the employee to take further action within ten (10) regular work days after receipt of the decision of the department head will constitute withdrawal of the grievance.

2.3 Appeal to City Manager

Upon receipt of an appeal the City Manager or designated representative shall discuss the grievance with the employee, the representative, if any, and other appropriate persons. The City Manager may designate a fact-finding committee, an individual not

in the normal line of the employee's supervision, or the City Attorney to render advice concerning the appeal. Within fifteen (15) regular working days, the City Manager shall render a formal decision in writing to the employee.

2.4 Appeal to City Council

If the grievant does not agree with the decision reached, the grievant may appeal in writing to the City Council within ten (10) regular workdays. Upon receipt of an appeal, the City Council shall conduct a hearing on the grievance with the grievant, the representative, if any, and other appropriate persons. The City Council shall designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render written advice concerning the appeal. By the next regular Council meeting, the Council shall render a formal decision in writing to the grievant. The decision of the City Council shall be considered final and binding on the City.

**Section 3.0 Extension of Time Limitations**

Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the employee and the City Manager and/or department head and/or supervisor.

3.1 General Provisions

The employee and the representative shall be entitled to use a reasonable amount of work time as determined by the department head on conferring about or presenting the appeal.

Failure of an employee to file an appeal within the specified time for any but the first step of the procedure shall constitute an abandonment of the grievance. If the department head fails to render a decision within the specified time limits, then the grievance automatically goes to the next level in the procedure.

Consideration of a grievance shall be conducted on as informal basis as feasible and shall not require legal procedures. Consideration of the substance rather than the form of the grievance and reaching an appropriate solution on the actual facts are the objectives.

**ARTICLE IV: TERM**

**Section 1.0 Term of Agreement**

The term of this agreement shall be for a period of ~~three one years year~~ commencing July 1, ~~2022-2026~~ and terminating on June 30, ~~2025~~2027.

**Section 2.0 Agreement Renewal**

All employee rights, benefits, privileges and other terms and conditions of employment in effect through the duration of the previous MOU and not expressly contradicted by this MOU are hereby incorporated in this MOU.

In March of ~~2025~~ 2027 the City and Association agree to open negotiations covering the contents of the agreement to become effective July 1, ~~2025~~ 2027.

In the absence of an executed agreement for the period commencing July 1, ~~2025~~ 2027, the provisions of this agreement shall remain in effect.

**ARTICLE V: IMPLEMENTATION**

**Section 1.0 Severability**

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

**Section 2.0 Ratification and Implementation**

- 2.1 The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those employees voting who are in classifications represented by the Association set forth in this agreement and adopted in the form of a resolution by the City Council.
- 2.2 This agreement constitutes a mutual recommendation by the parties hereto, the City Council, that one or more ordinance and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for the unit employees represented by the Association.
- 2.3 Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative of the City and Association.

Dated: \_\_\_\_\_

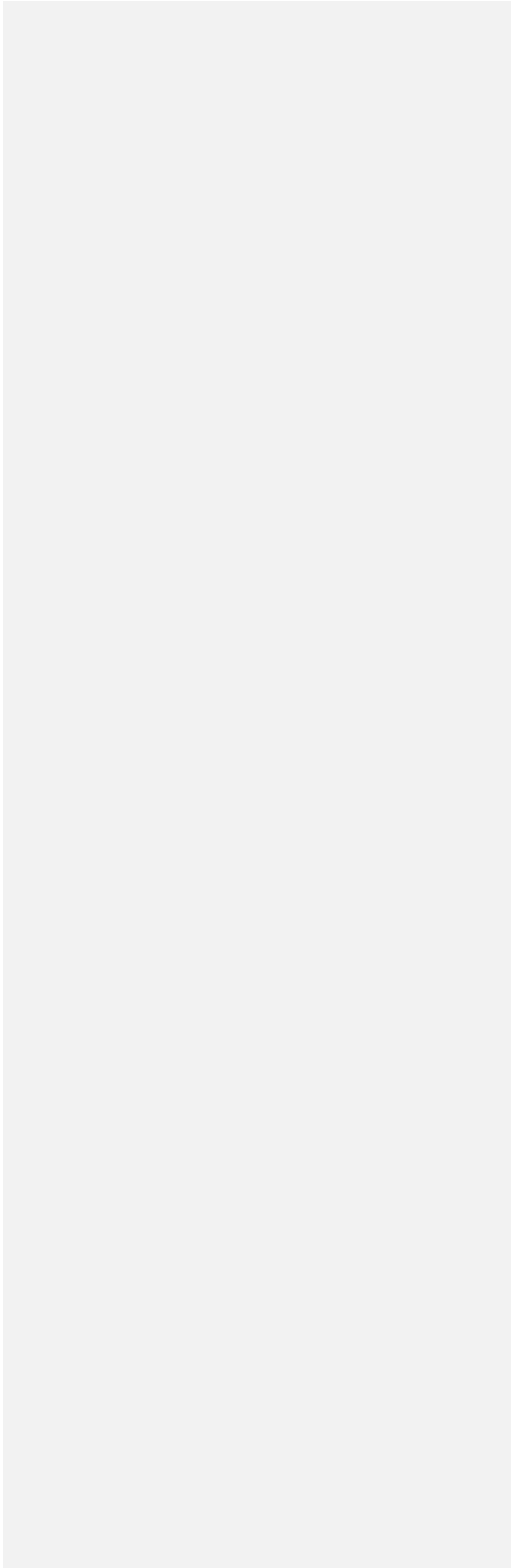
**CITY OF CLEARLAKE**

\_\_\_\_\_  
Alan D. Flora, City Manager

**CLEARLAKE MUNICIPAL  
EMPLOYEES ASSOCIATION**

\_\_\_\_\_  
Tyler Veach, President

\_\_\_\_\_  
Marc Beauchamp, OE3 Representative



**EXHIBIT A**

ACCOUNT CLERK I/II

ASSISTANT PLANNER

ASSOCIATE PLANNER

CODE ENFORCEMENT TECHNICIAN

COMMUNITY DEVELOPMENT SPECIALIST

DISPATCHER AIDE

ENGINEERING TECHNICIAN

DEPUTY CITY CLERK/HUMAN RESOURCES TECHNICIAN I/II

RECREATION & EVENT COORDINATOR I/II

FACILITIES MAINTENANCE WORKER I

FACILITIES MAINTENANCE WORKER II

GRANTS TECHNICIAN

KENNEL TECHNICIAN

LEAD MAINTENANCE WORKER

MAINTENANCE WORKER I

MAINTENANCE WORKER II

MAINTENANCE WORKER III

OFFICE ASSISTANT

OFFICE WORKER

PARKS FOREMAN

PARKS MAINTENANCE WORKER I/II

SECRETARY/PERMIT TECHNICIAN

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SENIOR ACCOUNT CLERK  
SENIOR BUILDING INSPECTOR  
SENIOR MAINTENANCE WORKER

# CITY OF CLEARLAKE

City Council



<b>STAFF REPORT</b>	
<b>SUBJECT:</b> Consideration of Adoption of a Memorandum of Understanding (MOU) with the Clearlake Middle Management Association (MMA) for July 1, 2026, through June 30, 2027	<b>MEETING DATE:</b> July 1, 2026
<b>SUBMITTED BY:</b> Melissa Swanson, Administrative Services Director/City Clerk	
<b>PURPOSE OF REPORT:</b> <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

**WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:**

The City Council is being asked to approve the Memorandum of Understanding (MOU) between the City of Clearlake and the Clearlake Middle Management Association (MMA) for the period of July 1, 2026, through June 30, 2027, and authorize the City Manager to sign.

**BACKGROUND/DISCUSSION:**

The MMA represents employees in City Hall, Public Works, and Police Department mid-management positions. The City negotiations team and the MMA have reached a tentative agreement for an MOU covering the period of July 1, 2026, through June 30, 2027.

This report summarizes the tentative agreement negotiated in good faith with MMA representatives in accordance with the Meyers-Milias-Brown Act regarding salaries, benefits and other terms and conditions of employment. The City negotiation team believes this agreement acknowledges the critical role the MMA employees play in Clearlake’s success while balancing financial responsibility and sustainability within budget constraints.

Highlights of the tentative agreement are as follows:

- Term: A one-year agreement effective July 1, 2026, through June 30, 2027.
- Cost-of-Living Adjustment (COLA): A 3% COLA.
- Removal of the recertification requirement for bilingual pay.
- Covered Positions: Updated list of positions covered within the bargaining unit

A redlined version of the MOU is attached to this staff report.

**OPTIONS:**

1. Move to approve the MMA MOU and authorize the City Manager to sign.
2. Other direction

**FISCAL IMPACT:**

None     \$    Budgeted Item?  Yes  No

Budget Adjustment Needed?  Yes  No    If yes, amount of appropriation increase: \$

Affected fund(s):  General Fund  Measure P Fund  Measure V Fund  Other:

Comments: If approved, the FY 2026-27 Budget reflects the salary increase indicated in the MOU.

**STRATEGIC PLAN IMPACT:**

- Goal #1: Economic Development
- Goal #2: Public Facilities and Infrastructure
- Goal #3: Celebrate Clearlake
- Goal #4: Clean
- Goal #5: Fiscal Sustainability
- Goal #6: Safe

**SUGGESTED MOTIONS:**

Move to approve the Memorandum of Understanding (MOU) between the City of Clearlake and the Clearlake Middle Management Association (MMA) for the period of July 1, 2026 through June 30, 2027 and authorize the City Manager to sign.

- Attachments:**    1) Redlined Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING  
BETWEEN

CITY OF CLEARLAKE  
AND  
MIDDLE MANAGEMENT ASSOCIATION

COVERING THE PERIOD OF

JULY 1, ~~2024~~2026

THROUGH

JUNE 30, ~~2026~~2027

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**ARTICLE I GENERAL PROVISIONS**

**Section 1.0 Preamble**

This Memorandum of Understanding (hereinafter referred to as MOU or Agreement, interchangeably) has been prepared pursuant to California Government Code Sections 3500 et seq, the City of Clearlake Personnel System Rules and Regulations Resolution (No. 81-40), and the City of Clearlake Employer-Employee Organization Relations Resolution (No. 83-40), which are hereby incorporated by reference. This Agreement has been made and executed by the Clearlake Middle Management Association (hereinafter referred to as "Association") and the Employee Relations Officer of the City of Clearlake (hereinafter referred to as "City") and satisfies the City's duty to meet and confer with the Association.

The parties have met and conferred in good faith regarding the terms and conditions of employment for members of the Association, and having reached agreement as herein set forth, agree to submit this MOU to the City Council with the joint recommendation that the City Council adopt its terms and conditions and take such action as may be necessary to implement its provisions.

**Section 2.0 Purpose**

It is the purpose of this MOU to promote and provide for continuity of operation and employment through harmonious relations, cooperation and understanding between the management of the City and the Employees covered by the provisions of this agreement, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

**Section 3.0 Recognition**

The City acknowledges the Association as the Exclusively Recognized Employee Organization representing the permanent employees occupying job classifications set forth in Exhibit A.

**Section 4.0 Employee Rights and Responsibilities**

Association members shall be free to participate in Association activities without interference, intimidation or discrimination in accord with State

and City rules and regulations. Association rights and responsibilities include:

- 4.1 The right to represent its members before the City Council with regard to wages, hours and working conditions.
- 4.2 The right of reasonable notice of any proposed ordinance, resolution, regulation or rule relating to wages, hours and working conditions.
- 4.3 The right to reasonable time off without loss of compensation or benefits when meeting and conferring with management representatives on matters relating to wages, hours and working conditions.
- 4.4 The right of reasonable use of City facilities for Association activities, provided that appropriate advance arrangements are made and applicable costs to the public are borne by the Association.
- 4.5 The right of reasonable access to employees and applicable documents for the purpose of processing grievances and appeals. Such access shall not interfere with the normal operations of the City or with safety and security requirements of the Police Department.
- 4.6 The right to maintain a bulletin board in an area readily accessible to Association members.
- 4.7 The right to have payroll deductions made for payment of Association dues, subject to written request of each individual Association member.
- 4.8 The right to recommend changes to the Personnel System and Personnel Rules and meet and confer on changes thereof.

**Section 5.0 Management Rights and Responsibilities**

The City shall reserve and retain the sole and exclusive right, whether exercised or not, to administer, manage and operate its municipal services and the work force employed to perform those services. Management rights and responsibilities include:

- 5.1 The right to determine the organization of the City government and the purpose and mission of its constituent parts.
- 5.2 The right to set standards of service and levels of staffing for both routine services and emergency operations.

5.3 The right to determine the type and kind of goods and services to be made, purchased and contracted for.

5.4 The right to determine the methods of financing municipal services.

5.5 The right to administer the Personnel System in accord with Ordinance No. 10, the Personnel Rules and Regulations, the Employer-Employee Organization Relations Resolution and this MOU.

5.6 The right to assign work and direct employees.

5.7 The right to establish and implement rules, regulations, policies and procedures related to efficiency, productivity, performance, personal appearance, codes of conduct and safety and to require compliance therewith.

**ARTICLE II WAGES AND BENEFITS**

**Section 1.0 Pension Benefits**

**1.1 Retirement Contribution – Miscellaneous Members:**

“Classic” (Employed by the City or other eligible public agency prior to January 1, 2013 as defined by CalPERS<sup>1</sup>) non-sworn unit employees shall be provided the benefit of the Miscellaneous Member 2%@55 retirement formula.

“Classic” non-sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution, which is currently 7%.

“PEPRA” non-sworn employees (employed by the City or other eligible public agency on or after January 1, 2013 as defined by CalPERS) shall be provided the benefit of the Miscellaneous Member 2%@62 retirement formula.

“PEPRA” non-sworn employees represented under this MOU shall pay 100% of employee’s share of the PERS contribution, which is currently 6.25%.

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<sup>1</sup> Defined by CalPERS as of finalization of this MOU as an employee who “Joined CalPERS prior to January 1, 2013, but are hired by a different CalPERS employer following a break in service of less than six months on or after January 1, 2013. However, if this definition is lawfully changed, any such change would control. (Rev. 2021)

**1.2 Retirement Contribution - Safety Officers:**

“Classic” (Employed by the City or other eligible public agency prior to January 1, 2013 as defined by CalPERS) sworn unit employees shall be provided the benefit of the local Safety Members 3%@50 retirement formula.

“Classic” sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 9%.

“PEPRA” (Employed by the City or other eligible public agency on or after January 1, 2013, as defined by CalPERS) sworn unit employees shall be provided the benefit of the local Safety Members 2.7%@57 retirement formula.

“PEPRA” sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System(PERS) contribution for Safety Members, which is currently 12%.

**1.3 Unused Sick Leave Conversion:**

The City’s contract with the California Public Employees Retirement System (CalPERS) will allow unit employees to convert unused sick leave to service credit upon retirement.

**Section 2.0 Probationary Period**

**2.1 Length of Probationary Period**

All unit employees shall serve a probationary period of twelve (12) full calendar months.

An employee's probationary period may be extended by the Chief of Police by providing advance written notification to the employee.

**Section 3.0 Salary Adjustment and Longevity Pay**

**3.1 Salary Adjustment**

Effective the first full pay period after July 1, ~~2024~~2026, all unit members will receive a three percent (3%) cost of living adjustment (COLA) increase.

~~Effective the first full pay period after July 1, 2025, all unit members will receive a three percent (3%) cost of living adjustment (COLA) increase.~~

Further, the City recognizes the intent and purpose of maintaining a

minimum of 5% salary separation between the rank of police officer and sergeant classification.

**3.2 Longevity Pay**

City will provide a longevity payment to all sworn and non-sworn unit employees based on the following schedule (applies only to continuous service at the City of Clearlake):

Completion of Years of Service	% of Salary Longevity Payment
5	1.0%
6	2.0%
7	3.0%
8	4.0%
9	5.0%
10	6.0%
11	7.0%
12	8.0%
13	9.0%
14	10.0%
15	11.0%
16	12.0%
17	13.0%
18	14%
19	15.0%
20	16.0%

Sworn employees that continue City service beyond their eligible retirement age, shall receive an additional 2% longevity pay for each year of service completed after eligible retirement age, effective annually on the first full payroll date after the sworn employee’s anniversary date.

**Section 4.0 Medical/Dental and Life Insurance**

**4.1 Health Insurance Plan**

The City shall provide a Medical/Dental/Vision Plan for unit employees and their dependents. The medical plan shall be offered by Operating Engineers Local No. 3 with individuals paying the associate membership fee.

The City shall be responsible for 80% of the monthly premium and the employee will be responsible for the remaining 20%.

**4.2 Waiver of participation**

In addition to the above provisions of this section, employees who elect to waive participation in the City's health insurance program due to participation in a spouse's insurance program or private health insurance plan shall, upon written request to waive said participation and proof of alternative health insurance coverage, shall receive from the City the equivalent of 50% of the City's contribution toward the employee's health insurance plan.

**4.3 Employee Spouses/Dependents Not Eligible for "Opt-Out"**

For City medical plans, when a unit employee is the spouse or dependent of another benefited City employee, the affected employees shall have the option of:

- a) Individual coverage; or
- b) One (1) employee may select a plan and list the spouse/dependent as a dependent.

A unit employee, who becomes eligible for "opt-out" compensation, or who is covered as the dependent of a City employee in the City plan is eligible for "opt-out" compensation. Unit employees may not both insure each other or the same dependents.

**4.4 Proof of Coverage/Waiver of City Liability**

Unit employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof of the following:

- a) The unit employee is not receiving Medicare or Medical.
- b) The unit employee must sign a document stating his/her desire to waive their City medical insurance coverage.
- c) The unit employee has coverage through another (non-City) benefit plan (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's health insurance plan.

**4.5 Opt-Out Cash Value (Non-PERSable)**

Effective July 1, 2024, all unit employees electing to opt out will receive the taxable cash (non-PERSable) payment payable in two equal amounts and added to the first and the next subsequent paycheck of each month.

Employees may elect to have this amount deposited into a deferred compensation account or other pre-tax program offered, or approved by the City, or the employee may elect to receive this amount as a cash medical-

opt out taxable benefit.

**4.6 Re-enrollment in City Health Plan**

After electing the Opt-Out provision, a unit employee and their dependents who later request to re-enroll under the City plan can only do so after a qualifying event as permitted by the insurance carrier. Coverage will commence per the plan document.

A qualifying event shall be defined as set forth in the OE3 Trust Fund medical plan and the Health Insurance Portability and Accountability Act of 1996, a copy of which is available to unit employees in the Administrative Services Department. Examples include, but are not limited to:

- a) New marriage
- b) New dependent(s)
- c) Birth of a child
- d) Adoption or placement for adoption
- e) Loss of spouse's coverage

**4.7 Alternative Health Insurance Plan**

Further, the parties agree to work mutually toward seeking health and benefit plans which are acceptable to both parties, including counseling services provided by an independent contractor.

If an alternative Health Insurance Plan is identified by either party during the term of this agreement, the City and Association agree to re-open negotiations for the sole purpose of re-negotiating the City and employee levels of contribution and implementation of the plan.

Both parties agree to the importance of finding an alternative Health Insurance Plan that will save both the employee and the City money.

**4.8 Life Insurance<sup>2</sup>**

The City shall provide a \$50,000 Life Insurance Policy for each non-sworn and sworn employee, and an additional \$100,000 policy as a line of duty benefit for sworn employees, with the option for each unit employee to purchase additional coverage.

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<sup>2</sup> Rev. 2021

**Section 5.0 Attendance Leave and other Benefits**

**5.1 Sick Leave**

Every full-time regular employee and probationary employee shall earn sick leave accrual at the rate of eight (8) hours per month, or major fraction thereof. Permanent part-time employees shall earn sick leave at a ratio of their hours to full time positions.

After 10 years of service to the City of Clearlake, and if the full-time employee maintains a balance of at least 500 hours of sick leave, the monthly accrual shall increase to a rate of sixteen (16) hours per month, or major fraction thereof. This accrual shall not be eligible for the sick leave incentive program as outlined in Section 2-7.19 of the City of Clearlake Employee Handbook.

**5.2 Illness while on vacation leave**

An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation, provided that:

- a) Immediately upon return to duty, the employee submits to the appointing authority a written statement signed by the employee's physician citing the nature and dates of the illness.
- b) The appointing authority recommends, and the personnel officer approves the granting of such sick leave.

**5.3 Holidays while on sick leave**

Observed holidays occurring during sick leave shall not be counted as a day of sick leave, except for employees receiving holiday pay.

**Section 6.0 Bereavement Leave**

An employee shall receive forty (40) hours bereavement leave due to the death of his or her parent, stepparent, mother-in-law, father-in-law, spouse, child, step child, adopted child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

**Section 7.0 Vacation Leave**

**7.1 Vacation Accrual**

Every full time regular and probationary employee shall earn vacation leave with pay as follows:

After Years of Service	Vacation Hours per Year
0	88
1	92
2	96
3	100
4	104
5	108
6	112
7	116
8	120
9	124
10	128
11	132
12	136
13	140
14	144
15	148
16	152
17	156
18	160
19	164

**7.2 Maximum Vacation Leave Accrual:**

An employee may accumulate unused vacation leave up to a maximum of twice the number of days due annually. Under extraordinary circumstances and when the best interest of the City so requires, the City may permit a temporary accumulation of vacation leave in excess of the maximum accrued. Except for the above exception, annual vacation leave shall not accrue nor accumulate in excess of the following amounts:

After Years of Service	Vacation Hours per Year	Maximum Accrued Hours
0	88	176
1	92	184
2	96	192
3	100	200
4	104	208
5	108	216
6	112	224
7	116	232
8	120	240
9	124	248
10	128	256
11	132	264
12	136	272
13	140	280
14	144	288
15	148	296
16	152	304
17	156	312
18	160	320
19	164	328

**7.3 Separation:**

An employee who is eligible for vacation time shall be paid for such accumulated vacation time on the effective date of termination. It shall not be necessary to carry such employee on the payroll for the vacation period and the vacancy thus created may be filled at any time after the effective date of termination. When separation is caused by death of the employee, payment shall be made to the employee's designated beneficiary.

In addition, an employee who is eligible for executive leave shall be paid for the unused annual executive leave account balance on the effective date of termination.

**7.4 Pay for Vacation Time:**

Unit employees shall be considered as management employees for the purposes of determining the amount of vacation time a unit employee may request for pay off.

**Section 8.0 Holidays**

The following holidays shall be observed except for the shift employees in the Police Department.

- New Year's Day - January 1
- Martin Luther King's Birthday - January 15
- Washington's Birthday - 3rd Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - 1st Monday in September
- Veteran's Day - November 11
- Thanksgiving Day - 4th Thursday in November
- Day after Thanksgiving Day
- One-half day Christmas Eve
- Christmas Day - December 25th
- One-half day New Year's Eve
- One Floating Holiday per calendar year

**Section 9.0 Uniform & Safety Equipment**

For a new employee to City service hired into the Sergeant classification, the City will initially provide the following uniforms and equipment, which will then be maintained and replaced by the employee:

- Two uniform shirts
- Two uniform pants
- Necktie
- Tie bar
- Name Tag
- Uniform belt
- Duty belt

If a new employee does not pass their initial probationary period and does not remain in City service, they shall return to the city any and all uniform items that were provided by the City upon hire.

The City will provide and maintain the following items:

- Firearm
- Ballistic vest
- Flashlight
- Handcuffs
- Baton
- Pepper spray

**Section 10.0 Education**

**10.1 Tuition and Books**

The City will reimburse those classifications represented by the Association up to \$600 per year for the cost of educational classes and books to encourage higher education subject to the approval of the Department Head. Employees are not eligible for both tuition and books reimbursement and the Safety Education Loan Forgiveness Program below.

**10.2 Safety Education Loan Forgiveness (SELF) Program**

MMA and the City agree with the interest of enhancing the training and retaining of MMA employees. Safety Education Loan Forgiveness (SELF) Program would be established to provide a forgivable loan amount of up to a maximum \$10,000 per employee for a program leading to a bachelor’s degree or other advanced degree (master’s or doctorate). The City would pay an amount up to \$5,000 per fiscal year on behalf of the employee to the educational institution for tuition and related direct expenses as provided below:

A. In order to be eligible for the program, an employee must have been an employee of the City or a minimum of one year and completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited, degree-granting institution. The City Manager may approve a course of study from a nationally-accredited, degree-granting institution. The City will develop a list of preapproved courses of study in consultation with the MMA.

B. Employees would have up to a maximum of four years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to \$5,000 per year, with a total of \$10,000 per employee within the four-year period.

C. If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately

due.

D. Upon successful completion of the program, provided an employee remains in City service, the loan would be forgiven after the fifth year after the two-year program period. If an employee successfully completes the program, but leaves City service prior to this time, the loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule:

- 100% repayment for an employee who leaves City service during the first two years after the initial two-year program period.
- 75% repayment for an employee who leaves City service during the third year after the initial two-year program period.
- 50% repayment for an employee who leaves City service during the fourth year after the initial two-year program period.
- 25% repayment for an employee who leaves City service during the fifth year after the initial two-year program period.
- 0% repayment for an employee who leaves City service after the fifth year after the initial two-year program period (loan forgiven).

**10.3 Sergeant Job Description**

MMA agrees to support the City’s efforts to modify the job description for Sergeants to require a minimum level of 60 college credits to qualify for promotion into the Sergeant classification.

**Section 11.0 Deferred Compensation**

The City agrees to deposit the equivalent of five percent (5%) of the Record and Communication Supervisor’s base salary into a deferred compensation plan of the City’s choice and investment option. Ownership of the plan will be vested with the employee.

**Section 12.0 Overtime/Compensatory Time**

**12.1 Overtime**

Overtime shall be paid at the rate of one and one-half (1-1/2) times the base rate of pay for hours worked over and above the regularly scheduled work period. All overtime shall be subject to approval of the department head. For the purpose of overtime, sick leave, holiday leave and vacation shall be included in the hours worked during the workperiod.

**12.2 Compensatory Time:**

An employee shall be compensated for overtime at the rate of one and one-half (1-1/2) times the base rate of pay. Compensatory time up to one-hundred and eighty (180) hours at any one time, in lieu of overtime, shall be accumulated with the approval of the department head and the City Manager . Employees who have accumulated compensatory time shall provide the department head with two weeks notice prior to reducing compensatory time. Exceptions may be considered by the department head on a case-by-case basis.

During the month of June of each year, unit employees may, upon recommendation of the Department Head and approval of the City Manager , request pay-off of up to 50 hours of their accumulated compensatory leave balance. Requests shall be submitted in writing to the Department Head no earlier than June 1<sup>st</sup> and no later than June 26<sup>th</sup> of each year. Approved pay off shall be issued no later than June 30<sup>th</sup> of each year.

**12.3 Call Back:**

Unit employees who are called back to work shall receive a minimum four (4) hours at an overtime rate, if not in conjunction with regularly scheduled work hours.

**Section 13.0 Shift Differential Pay**

- 13.1 Member shall receive a differential of five (5%) percent of their base pay for actual hours worked during the night shift period as defined below.
- 13.2 Night shift shall be 6:00 p.m. (1800 hrs) to 6:00 a.m. (0600 hrs). The start and end time for this period are based on the current 3/12 alternative work schedule for patrol.
- 13.3 An employee shall be compensated only for the actual hours worked within the period for which shift differential is applicable.
- 13.4 Shift differential pay is applicable only to the classifications of Sergeant and Records & Communications Supervisor.
- 13.5 The City agrees to meet and confer regarding shift differential if the City changes from the current 3/12 alternative work schedule for patrol to another schedule (eg. 4/10, 5/8).

**Section 14.0 Disability**

**14.1 State Disability Insurance:**

City agrees to pay 100% of the employee contribution for State Disability Insurance.

**14.2 Temporary Disability-Integrated Pay:**

An employee who is entitled to temporary disability indemnity under State Labor Code may elect to take that number of hours or portions of hours of his/her full salary. When accumulated sick leave, or vacation, or both are exhausted, the employee is still entitled to receive disability indemnity.

**14.3 Industrial Retirement**

Any safety employee, who is disabled from performing the normal range of duties attached to his or her position, as determined under applicable law, shall be retired for disability. Pursuant to Government Code Section 21164, the employee's effective retirement date shall be no earlier than the date upon which leave pursuant to Labor Code Section 4850 terminates or the date upon which the employee has been declared to be permanent and stationary by the primary treating physician, whichever is earlier. Should the employee consent, however, the employee may be retired at an earlier date than either of those dates.

Notwithstanding the provisions of Government Code Section 21163, an employee who is otherwise incapacitated for duty and eligible for disability retirement may not be allowed to postpone the effective date of his or her retirement using any sick leave to which the employee might otherwise be entitled.

**Section 15.0 Incentives - Certificate Incentive**

The City agrees to provide a Certificate Incentive equivalent to the members of the Police Officer Association in the following manner:

**15.1 Advanced Certificate Incentive**

Two and one-half (2.5%) percent incentive pay shall be paid on base salary for possession of a POST Advanced Certificate.

**Section 16.0 Special Duty Pay**

**16.1 K-9 Care & Maintenance**

Sergeants who are assigned a K-9 shall be provided one half (1/2) hour per day of overtime pay at the base rate of \$19.30 per hour for the care and maintenance of the K-9.

**16.2 Investigations Assignment**

Sergeants who are assigned to the Investigations Bureau shall receive a five (5%) percent incentive pay above their base salary during the course of the assignment. Any sergeant so assigned is expected to remain on-call, except when on approved leave, and the Stand By Pay provided in Section 16.0 is not applicable.

**Section 17.0 Standby Pay**

Sergeants to receive \$25.00 for each twenty-four (24) hour shift when assigned by the Chief of Police or his designee, in writing, for on-call/standby duty.

Public Works Supervisor to be compensated at straight time for two hours pay for each Saturday, Sunday and holiday and three hours for the period of Monday through Friday when assigned by the Public Works Superintendent for on-call/standby duty.

**Section 18.0 Wellness Program**

18.1 The City will reimburse unit employees fifty percent (50%) of the covered charges up to a maximum of \$80 charge, therefore, paying up to a maximum of \$40 per visit, with an overall maximum of twelve (12) visits per fiscal year for outpatient psychiatric care which is eligible and covered under the health insurance plan provided to unit employees.

Wellness Stipend – A \$200 per year wellness stipend will be provided to all classifications within the bargaining unit. This is a reimbursement for costs relating to wellness, up to \$200 maximum per fiscal year. Examples are, but not limited to, Fitbit exercise watch, yoga class, meditation class, smoking cessation, weight loss classes, gym membership, etc.

**Section 19.0 Day**

For purposes of administering benefits such as vacation accrual, holiday leave, mental health leave, etc. a “day” shall mean an eight (8) hour period.

**Section 20.0 Vehicles**

The responsible Department Head may recommend that the City provide employees a take home vehicle if it has been determined a vehicle is available, and based on the approval of the City Manager.

**Section 21.0 Bi-Lingual Pay**

Bi-Lingual Pay up to 5% (2.5% for speaking and/or 2.5% for writing). Bilingual pay granted based upon successful passing of testing through Language Testing International and the American Council on the Teaching of Foreign Languages and proficiency of an Intermediate Mid or higher test result. ~~Employee validations are valid for two years from the date of testing.~~

**ARTICLE III FMLA/CFRA/PDL LEAVES**

**Section 1.0 Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)**

**Section 1.1 Purpose**

This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this MOU was adopted. Specific details of the FMLA and CFRA are available in the Administrative Services Department. Unit employees and the Chief of Police must contact Administrative Services Department to verify current provisions and requirements. Failure to do so could result in a misunderstanding of rights and obligations, and could cause loss of leave benefits or loss of insurance coverage.

**1.2 Eligibility for FMLA and CFRA**

Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence for:

- The birth of an employee's child;
- Disability due to pregnancy - FMLA only;
- The placement of a child with an employee in connection with the adoption or foster care of that child;
- The care of the employee's child with a serious health condition;
- The care of a spouse or parent with a serious health condition; or
- The employee's own serious health condition.

Such leave rights apply to all employees with twelve (12) or more months

of service with the City prior to the leave request and who have also worked a minimum of one-thousand two-hundred fifty (1,250) hours in the preceding twelve (12) months.

**1.3 Employee Rights under FMLA/CFRA**

Except for family medical leave taken to care for an injured service member, the maximum amount of family medical leave an eligible employee may take shall be limited to twelve (12) weeks in a twelve (12) month period.

The twelve (12) month period is rolling, and is measured backward from the date leave is used and continuous with each additional leave day taken.

Leave may be taken as days off, or intermittently or through modified work schedules.

The unit employee is guaranteed a return to his/her position at the end of approved leave.

During the twelve (12) work week FMLA period, the City shall maintain the employee's medical, dental, and life insurance.

**1.4 Approval Process for FMLA/CFRA**

Unit employees must give thirty (30) days advance written notice, on a form provided by the City, of the need for such leave, unless the absence could not be anticipated. In such cases, the unit employee must give notice as soon as possible but, in any event, no later than five (5) working days from learning of the need for FMLA leave.

Verification by the attending physician or health care provider will be required for absences relating to the unit employee's or family member's serious health condition.

The Administrative Services Department shall determine if the leave qualifies under the Family and Medical leave laws and may determine the commencement date.

**1.5 Privacy Under FMLA/CFRA**

For privacy reasons, the City shall not require specific medical diagnosis of either the employee's condition or a family member's health condition but shall be entitled to the health care provider's certification of the need for the leave.

**Section 2.0           Pregnancy Disability Leave (PDL)**

Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to unit employees covered herein pursuant to the Fair Employment and Housing Act (FEHA).

Such leave shall be granted for disability of the unit employee determined by a physician, for the duration of such disability, provided, however, that the cumulative unpaid leave for disability and non-disability reasons under FMLA/CFRA/PDL shall not exceed one (1) year.

**Section 3.0           Use of Accruals While on FMLA/CFRA/PDL**

The unit employee shall have the option to use sick leave for any FMLA/CFRA-eligible illness or medical-related absence and shall have the option to use vacation or other accrued leaves if sick leave has been exhausted. If the unit employee chooses not to use accrued leave and instead chooses unpaid leave, the City shall use accrued leave to pay any payroll deductions and/or health care premiums due from the unit employee.

FMLA shall run concurrently with Pregnancy Disability Leave.

**3.1           Expiration of FMLA/CFRA/PDL**

Upon expiration of FMLA/CFRA/PDL, if the unit employee remains on leave, he/she shall be responsible for maintaining his/her insurance benefits, either by use of sufficient accrued paid leave or by payment of the required premiums, if accruals have been exhausted.

**Section 4           Leave of Absence Without Pay**

Upon written request, the City Manager may, in his/her discretion and upon recommendation of the Chief of Police, grant a temporary leave of absence without pay to any unit employee who has been employed by the City regularly for one (1) year or more, provided a time fixed for return is provided by the employee.

Any such unit employee, with the approval of the City Manager, may return prior to the time fixed for the expiration of such leave.

**ARTICLE IV GRIEVANCE AND DISCIPLINE**

**Section 1.0 Grievance Procedure**

A grievance shall be a claim, filed by an employee on his/her own behalf, or the Association (for alleged violations of Association rights) contending that the City has violated or misapplied an obligation expressed, referenced and/or written in the Agreement.

Every effort shall be made to resolve a grievance through discussion between the grievant and the immediate supervisor. The grievant must bring the grievance to the attention of his/her immediate supervisor within 14 days of the grievable event. Failure to do so will constitute a waiver of the grievance<sup>3</sup>.

If, after such discussion, the grievant does not feel that the grievance has been satisfactorily resolved, the grievant shall have the right to discuss the matter with the supervisor's superior, if any, within the departmental organization. Otherwise, the grievant shall have the right to discuss the matter with the department head.

If the grievant is not in agreement with the decision rendered in the informal grievance procedure, the grievant shall have the right to present a formal grievance, in writing, to the department head. If such a formal grievance has not been submitted within twelve (12) calendar days from the date of receiving the informal decision, the informal decision shall be considered as final.

When discussing the formal grievance with the department head, the grievant shall have the right to appear with a representative who may also participate in the discussion. The department head receiving the grievance shall review it, render a decision and comments in writing and return them to the grievant within twelve (12) calendar days after receiving the formal grievance. If the grievant does not agree with the decision reached, the grievant may present an appeal in writing to the City Manager within twelve (12) calendar days. Failure of the grievant to take further action within twelve (12) calendar days after receipt of the decision of the department head will constitute withdrawal of the grievance.

Upon receipt of an appeal, the City Manager or designated representative shall discuss the grievance with the grievant, the representative, if any, and other appropriate persons. The City Manager may designate a fact-finding

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<sup>3</sup> Rev 2021

committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render advice concerning the appeal. Within twelve (12) calendar days, the City Manager shall render a formal decision in writing to the grievant. If the grievant does not agree with the decision reached, the grievant may present an appeal in writing to the City Council within twelve (12) calendar days.

Upon receipt of an appeal, the City Council shall discuss the grievance with the grievant, the representative, if any, and other appropriate persons. The City Council shall designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render written advice concerning the appeal. Within twelve (12) calendar days, the City Council shall render a formal decision in writing to the grievant.

The time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the employee and the City Manager and/or department head.

**Section 2.0 Discipline**

Disciplinary action may only be taken for just cause and should reflect consideration of the severity of the offense or performance problem, previous performance problems or offenses of the same nature and of the time between occurrences, overall work record and treatment of other employees in similar circumstances. Prior to any disciplinary action as defined in Government Code Section 3303 against any regular employee pursuant to provisions of the Personnel Ordinance and Rules, the following procedure shall be complied with:

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed disciplinary action, the charge(s) being considered, the time periods in which the employee may respond, and shall be signed by the appointing authority.

The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and, if practical, he/she shall be supplied with a copy of the documents or materials.

Within seven (7) calendar days after the employee has had the review opportunity provided above, he/she shall have the right to respond, orally or in writing, or both, at the employee's option, to the appointing authority

concerning the proposed action. Upon the request of the employee or the appointing authority, the Personnel Officer may, at his/her discretion, grant an extension of such time period to facilitate fair administration of the disciplinary process. The failure of the employee to respond shall constitute the employee's waiver of the opportunity to respond. Notwithstanding the above, a reasonable request for additional time within which to respond shall not be denied.

If the employee does not agree with the decision reached by the Appointing Authority, the employee may request a hearing before the Personnel Officer within seven (7) calendar days.

Within ten (10) calendar days of receipt of a written request for hearing, the Personnel Officer will schedule a date to hear the appeal of the appointing authority's decision. The failure of the employee to appeal shall constitute the employee's waiver of the opportunity to appeal and the appointing authority decision will become final

If the employee does not agree with the decision reached by the Personnel Officer, the employee may request a hearing before the Personnel Board within seven (7) calendar days.

Appeals shall be in writing and filed with the Personnel Officer, who shall, within seven (7) days after receipt of the appeal, inform each member of the Personnel Board and other such persons named or affected by the appeal of the filing of the appeal. The appeal shall be a written statement, addressed to the Personnel Board, explaining the matter appealed from and setting forth therein a statement of the action desired by the appellant, with his/her reason thereof. The formality of a legal pleading is not required.

Upon the filing of an appeal, the Personnel Officer shall set a date for a hearing on the appeal not less than ten (10) days, nor more than thirty (30) days, from the date of filing. The Personnel Officer shall notify all named or affected parties of the date, time, and place of hearing at such places as the Personnel Board shall prescribe.

The appellant shall appear personally unless physically unable to do so, before the Personnel Board at the time and place of the hearings. He/she may select and may at the hearing produce on his/her behalf relevant oral or documentary evidence. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Personnel Board by its Chairperson, unless a Hearing Officer

has been appointed by the Board, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests an open hearing.

The Personnel Board shall, within ten (10) days after the conclusion of the hearing, certify its findings and recommendations in writing to the appellant, to the person from whose action the appeal was taken and to the Personnel Officer. The Personnel Officer shall review the findings and recommendations of the Personnel Board with the person from whose action the appeal was made with a view toward implementing the recommendations of the Personnel Board. The actions taken by the Personnel Board shall be considered final. Any member of the Personnel Board may submit a minority or supplemental finding and recommendations. In case of suspension, discharge or demotion, the appointing authority shall reinstate any employee to his/her former status if finding is made by the Personnel Board that the action taken was unwarranted and/or in error.

Notwithstanding the provisions of this section, upon the recommendation of appointing authority, the Personnel Officer may approve the temporary assignment of an employee to a status of leave with pay pending an investigation(s) or hearing(s) as may be required to determine if disciplinary action is to be taken.

Throughout the above procedure, the employee may be represented.

**ARTICLE V TERM**

**Section 1.0 Term of Agreement**

The term of this agreement shall be for the period July 1, ~~2024~~2026 through June 30, ~~2026~~2027.

**Section 2.0 Agreement Renewal**

**2.1 Renewal:**

In January of ~~2026~~2027 the City and Association agree to open negotiations covering the contents of the agreement to become effective July 1, ~~2026~~2027.

In the absence of an executed agreement for the period commencing July 1, ~~2026~~2027, the provisions of this agreement shall remain in effect.

**2.2 Non-Economic Negotiations**

The Association shall notify, in writing, no later than sixty (60) days prior to March 30th of each year if it wishes to change any provision in the collective bargaining agreement excluding salary, fringe benefits, or cost of living increases.

**ARTICLE VI IMPLEMENTATION**

**Section 1.0 Severability**

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

**Section 2.0 Ratification and Implementation**

2.1 The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those employees voting who are in classifications represented by the Association set forth in this agreement and adopted in the form of a resolution by the City council.

2.2 This agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or Resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for unit employees represented by the Association.

2.3 Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative of the City and Association and entered into.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Elvis Cook, President  
Middle Management  
Association

\_\_\_\_\_  
Alan D. Flora  
City Manager

EXHIBIT A

MIDDLE MANAGEMENT ASSOCIATION

MEMORANDUM OF UNDERSTANDING

SERGEANTS

RECORDS AND COMMUNICATIONS SUPERVISOR

PUBLIC WORKS SUPERVISOR

CODE ENFORCEMENT SUPERVISOR

CHIEF BUILDING INSPECTOR

FINANCE MANAGER

BUILDING SERVICES MANAGER

EXHIBIT B

FY ~~2024~~2026/~~25-27~~ SALARY SCHEDULE