



MEMORANDUM OF UNDERSTANDING

Between

CITY OF CORNING

And the

**CITY OF CORNING DISPATCHERS
ASSOCIATION**

For

DISPATCHER UNIT

Effective:

January 1, 2017 – December 31, 2019

**Agreement February 23, 2017
Ratified by City Council March 14, 2017**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into between **CITY OF CORNING DISPATCHERS ASSOCIATION**, hereinafter referred to as "Association", and the designated representatives of the **CITY OF CORNING**, hereinafter referred to as the "City", pursuant to the provisions of the Meyers-Millias-Brown Act (Government Code Sections 3500, et seq.).

ARTICLE 1 DEFINITIONS

1.1 DEFINITIONS:

- A. City: The term "City", as used herein, shall refer to the City of Corning.
- B. Association: The term "Association", as used herein, shall refer to the City of Corning Dispatchers Association.
- C. Employee: The term "Employee", as used herein, shall mean an employee filling a regularly budgeted position in a City classification which has been designated to the Dispatchers Unit under the Employee Relations Policy of the City of Corning.
- C. Employee Anniversary Date: The term "employment anniversary date", as used herein, shall mean the anniversary date of the employee's most recent employment with the City.
- D. Step Anniversary Date: The term "step anniversary date", as used herein, shall mean the date upon which an employee has finished serving the requisite amount of time in order to be eligible for a salary step increase. A new time period for such requisite service shall commence upon the occurrence of any of the following events: promotion; reclassification; implementation of a Memorandum of Understanding provision or Side Letter of Understanding specifying a movement into a new step, or an increase in the rate paid for the step currently held by the employee.

ARTICLE 2 RECOGNITION

- 2.1 The City hereby recognizes the Association as the bargaining representative for the purpose of meeting and conferring on matters within the scope of representation.

ARTICLE 3 NON-DISCRIMINATION

- 3.1 No Employee covered by this Memorandum of Understanding shall be discriminated against by the City, or by the Association, by reason of race, color, religion, sex, age or national origin.
- 3.2 The City shall not discharge, or otherwise discriminate against any Employee by reason of Association activities not interfering with the proper performance of his/her work.

ARTICLE 4 PAY ROLL DEDUCTIONS

- 4.1 The City agrees to deduct from the wages of its Employees, Association Fees and Dues, and to transmit the monies so deducted to the responsible financial representative designated by the Association. An Employee desiring such deduction or deductions shall sign a proper assignment form authorizing the deductions and present the completed form to the City Payroll Office. The Association shall hold harmless the City in all transactions associated with such deductions.
- 4.2 The City agrees to deduct from the wages of its Employees, Credit Union deductions, and to transmit the monies so deducted to the Credit Union. An Employee desiring to have such a deduction or deductions made shall sign a proper assignment form authorizing such deduction.
- 4.3 Such deductions shall not be made more often than once per month.

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ARTICLE 5 MANAGEMENT RIGHTS

5.1 The City retains the exclusive right to manage the City. All the rights, powers, functions and authority of the City, which it had prior to the time the Association became certified as representative of the Employees of the City, and which are not limited or modified by specific provisions of the Memorandum, are retained by the City. The City specifically retains the right to manage and supervise its Employees as follows:

(A) To hire, promote, transfer, assign, classify positions, retain employees, and to suspend, demote, discharge or take other disciplinary action against employees.

(B) To lay-off or demote Employees from duties because of lack of work, lack of funds, in the interest of economy, or other legitimate reasons.

(C) To determine the policies, standards, procedures, methods, means and personnel by which City operations are to be conducted.

(D) To take whatever actions may be necessary to carry out the City in situations of emergency.

(E) To limit or prohibit the right of Employees in certain positions or classes of positions from forming, joining, or participating in employee organizations as provided in the California Government Code, and designating such employees in the current Schedule of Department and Authorized Positions adopted by Resolution.

(F) Nothing in this policy shall be construed to interfere with the City's right to manage its operations in the most economical and efficient manner consistent with the best interests of citizens, taxpayers, and employees of the City.

ARTICLE 6 ASSOCIATION RIGHTS

6.1 The Association recognizes its obligation to cooperate with the City to assure maximum service of the highest quality and efficiency to the citizens of the City of Corning consistent with its obligations to the Employees it represents.

6.2 City and Association affirm the principle that harmonious City-Employee relations are to be promoted and furthered. When a person is hired in any of the covered job classifications, the City shall notify that person that the Association is the certified representative for the Employees and shall notify the Association of such hiring.

6.3 The City shall provide the Association space to erect a bulletin board in each area where Employees covered by this Memorandum are assigned.

6.4 The City Manager shall be notified in advance by the Association President of the name of any official representative designated by the Association. Such representative shall have reasonable access to Employees within the Unit to insure compliance with the provisions of this Memorandum of Understanding, provided such access does not interfere with City business. Solicitation for membership shall not be conducted during working time.

6.5 The officially designated representative of the Association shall have access to any Unit Employee or Employees presenting a grievance; and Employees have the right to have the representative represent them at all formal stages of disciplinary action.

6.6 The Association may designate one (1) employee as Association Steward. The Association President shall notify the City Manager of such designation.

6.7 In addition to regularly assigned work, the Association Steward shall be permitted reasonable time during working hours to notify the Association President, or any official representative designated by the Association of any violations of this Memorandum. Employees are authorized to contact their Association Steward during working hours to report a grievance or violation of this Memorandum.

**ARTICLE 7
PEACEFUL PERFORMANCE**

7.1 The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the City Employees covered by this Memorandum of Understanding are essential to the public health, safety and general welfare of the residents of the City of Corning. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the Bargaining Unit take part in, any strike, sit-down, stay-in, sick-out, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the Bargaining Unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

7.2 In the event of any work stoppage during the term of this Memorandum of Understanding, whether by the Association or by any member of the Bargaining Unit, the Association, by its officers, shall immediately declare in writing and publicize that such action is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. If in the event of any work stoppage, the Association promptly and in good faith, performs the obligations of this paragraph, and providing the Association has not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress including damages, as against any such employee.

**ARTICLE 8
PAYMENTS**

8.1 This Memorandum is intended to cover all aspects of wages, hours, and working conditions for Employees covered herein; therefore, nothing in this Memorandum shall prevent the City from modifying any employee benefits or benefit plans not specifically provided for in this Memorandum such as retirement plans, salary continuation plans, etc., subject to meet and confer.

8.2 If an Employee covered by this Memorandum is permanently assigned work of a substantially new or different nature so as to constitute a new job classification, the City and the Association shall consult to determine the wage rate through the established procedures.

8.3 Employees will be paid bi-weekly, no later than five (5) days following the end of the preceding payroll period. If the fifth day is a holiday, Employees will be paid on the preceding day.

**ARTICLE 9
PREVAILING RIGHTS**

9.1 This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to Employees' wages, hours, and other terms and conditions of employment not covered in this Memorandum of Understanding shall remain the same, except as specifically mentioned in this Memorandum of Understanding; therefore, for the life of this Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this Memorandum of Understanding or which may have been omitted in the bargaining which led up to the execution of this Memorandum of Understanding, except by mutual agreement of the parties or as specifically mentioned in this Memorandum of Understanding.

**ARTICLE 10
CLASSIFICATIONS AND WAGES**

10.1 (A) Wage Increase:

a.) Wages: Article 10, Section 10.1(A) and Retirement: Article 21

The City agrees to increase the base wages of all members of the bargaining unit by three and one-half percent (3 ½ %) effective the start of the first pay period in 2017 following City Council ratification of the Memorandum of Understanding (MOU). The City further agrees to utilize IRS Code 414(h)2, making these payments with pre-taxed dollars.

b.) A one and a half (1.5%) increase to base wages for all members of the Bargaining Unit effective the first pay period in July 2017;

c.) A one and a half (1.5%) increase to base wages for all members of the Bargaining Unit effective the first pay period in July 2018; and

d.) A one and a half (1.5%) increase to base wages for all members of the Bargaining Unit effective the first pay period in July 2019.

(B) For the period of this agreement, Association Members will be paid in accordance with the monthly salary schedule and effective dates as shown in Exhibit "A". Employees will be eligible for step increases on their step anniversary dates. Employees may advance to the next step in the pay schedule upon satisfactory completion of the required time in the lower step. The time required between step A and B shall be (6) six months. The advancement from step B to C shall be twelve months. Advancement from C to D, and D to E shall be (12) twelve months between each step.

10.2 Employees may be appointed to a classification at any step, A through E, as determined by the City Manager.

10.3 Longevity Pay: Employees will be eligible for longevity performance incentive pay under the following conditions:

(A) Annual satisfactory performance evaluations will be required to receive and maintain annual pay increase.

(B) A performance evaluation will be made 30 days before the employee's anniversary date.

(C) Effective the first pay period in 2017 following City Council ratification of the MOU, qualifying employees will receive a longevity performance incentive pay increase to be added to their base rate as follows:

1. Three (3%) percent after ten (10) years, effective the first pay period after anniversary date.

2. Six (6%) percent after fifteen (15) years, effective the first pay period after anniversary date, (not compounded with the 3%).

(D) In the event the employee is denied a longevity performance incentive pay increase, the employee may request the City Manager for review and to make final determination. The matter may not be filed under any other grievance procedure.

(E) This plan will be implemented for all eligible employees effective January 1, 2012. The initial performance increase will be effective the first pay period following a satisfactory performance evaluation. The initial evaluation is to be made in the month of January 2012. Such increase will remain in effect to the employee's next anniversary date prior to which time a reevaluation is required.

10.4 Bi-lingual Pay: Shall receive an additional 2.5% pay for a total of 5% for the incidental duties related to the assignment effective the first pay period in 2016 following City Council approval of the Memorandum of Understanding (MOU).

(A) An employee must be certified as bi-lingual.

(B) The City Manager will establish standards for qualifying employees and for an ongoing review of skills. The City Manager will require that employees demonstrate the ability to converse in Spanish sufficient to serve the needs of the City.

(C) The City Manager shall terminate the assignment if the ongoing use of the bi-lingual skills are no longer required and/or the employee fails to perform the duties at a skill level which meets the established standards.

10.5 P.O.S.T. Dispatcher Certification Pay: Effective the pay period closest to the date the City Council ratifies the Memorandum of Understanding (MOU):

(A) Employees who possess a P.O.S.T. Dispatcher Intermediate Certificate will receive an additional two and one-half (2.5%) percent of base pay.

(B) Employees who possess a P.O.S.T. Dispatcher Advanced Certificate will receive an additional five (5%) percent of base pay.

(C) The maximum P.O.S.T. Dispatcher Certificate pay that employees can earn is five (5%) percent.

10.6 Shift Differential: If any other bargaining unit within the City of Corning receives any Shift Differential compensation, this bargaining unit shall receive the same compensation as the other bargaining unit. It is the intent of this language that parity will be achieved either by flat rate, or percentage of salary based on the actual salary of bargaining unit members.

10.7 Training Officer Pay: Effective the pay period closest to the date the City Council ratifies the Memorandum of Understanding (MOU), Fire and Police Dispatchers, when assigned in writing by the Fire Chief or Police Chief shall receive, in addition to regular pay, a two and one-half (2.5%) percent premium for serving as Training Officers for the period so assigned.

ARTICLE 11 OUT OF CLASSIFICATION PAY

11.1 Any Employee who works out of classification shall be paid at the higher wage rate if the Employee works out of classification for four (4) hours or more and the City shall pay for the entire day.

ARTICLE 12 HEALTH AND WELFARE INSURANCE

12.1 Currently the City offers a choice of four (4) Health and Safety Insurance Policies; (1) Operating Engineers Public Employees' Health and Welfare Plan; and (3) different tier Blue Shield Health Savings Account Plans. All Employees and their eligible dependents may participate in the Plans, with the City contributing to the cost of such plans up to **\$1,284.91** per month towards the rate. The employee shall pay any remaining costs of insurance.

Future increases shall continue to be divided equally between the City and the employees.

12.2 Employees who are not members of the Union are required to pay a service fee in the same amount as the monthly Union Dues in order to participate in the Union's Health and Welfare Plan.

12.3 The City shall provide life insurance in the amount of one hundred thousand dollars (\$100,000) effective the first pay period in 2016 following City Council approval of the Memorandum of Understanding (MOU) and will continue to pay the life and disability insurance premiums.

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12.4 The City shall have the option of replacing the Operating Engineers Public Employees Health and Welfare Plan with a plan of the City's choosing. If the City exercises this option, the City shall maintain coverage that is comparable and substantially equivalent to that provided currently under the present plan.

12.5 A Health Plan Review Committee, consisting of one employee from each bargaining unit, has been established and coordinated by the City Manager to review alternate health plans. This committee will study both the health plan and the short-term disability plan.

ARTICLE 13 WORKDAY AND WORKWEEK

13.1 The regular workday for Association Members shall be either eight (8) hours, or twelve (12) hours, inclusive of mealtime. The regular work period consists of eighty (80) hours in any two-week pay period on duty except in an emergency or when the normal scheduled rotation requires a different duty arrangement.

13.2 Shifts, schedules, rotations and assignments, including weekends and holidays shall be the sole prerogative of the City. The City will give fifteen (15) day written notice of change to the affected employees.

13.3 The City may institute an optional work schedule to the (5-8, 3-12, or 4-12) shift by giving the Association and the affected employees a (30) thirty days written notice. Should optional work schedule hours be different than a regular eight hours per day (example: 9, 10 or 12 hour days), the optional hours shall constitute a "regular workday", for the purpose of daily overtime pay as defined in section 14.1.

ARTICLE 14 OVERTIME

14.1 All time worked in excess of the "regular workday" either over 8 hours, or over 12 hours, depending on the schedule, or over (80) eighty hours per two-week pay period shall be considered over-time. Overtime shall be compensated therefore at the rate of time and one-half the Employee's regular pay rate, which will be paid in the same manner as other wages.

14.2 The Employee shall, on termination of employment, be entitled to be paid all accumulated overtime, together with the Employee's normal wage.

14.3 All payments for overtime worked will be made with the regular salary check for the pay period in which it was earned.

14.4 Compensatory Time in lieu of overtime (CTO): Currently members of the Bargaining Unit may accrue up to a maximum of one hundred fifty (150) hours annually upon the Fire or Police Chief's discretionary authority. Effective the pay-period beginning January 4, 2015, members of the Bargaining Unit may accrue up to a maximum of one hundred seventy five (175) hours annually upon the Fire or Police Chief's discretionary authority. CTO time may be carried into the following year, but at no time can it exceed the one hundred fifty (150) hours. Management shall approve when employees can take time off, taking into consideration the desire of the employees and the operational needs of the department. The Fire Chief or Police Chief and employees may mutually agree to pay out any or all CTO time. All unused CTO shall be paid upon termination. All CTO in excess of one hundred fifty (150) hours shall be paid.

ARTICLE 15 STAND-BY COMPENSATION

15.1 When the City requires an Employee to remain available for call back at any time, the Employee shall receive stand-by pay.

15.2 When an Employee is required to stand-by, such employee shall be compensated for such stand-by time at the rate of two (2) hours of straight-time compensation for each accumulated eight (8) hours of stand-by.

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15.3 The City reserves the right to close any facility, if the City determines in its sole discretion that the facility needs not be open. The Association acknowledges that Employees do not have the right or privilege to stand-by at non-public City facilities without the express consent of the City.

ARTICLE 16 CALLBACK COMPENSATION

16.1 When the City requires an Employee to return to work other than his regularly scheduled workday, the Employee shall be entitled to call-back compensation.

16.2 The City shall compensate the Employee a minimum of two (2) hours of overtime compensation irrespective of the actual time worked when an Employee is called back to perform an emergency task. In the event the task exceeds two (2) hours duration, the total overtime compensation shall be for the hours actually worked.

ARTICLE 17 SICK LEAVE

17.1 Sick leave is available to an employee to use in case of illness, bodily injury, exposure to a contagious disease, medical or dental appointment or attendance upon seriously ill member of employee's immediate family, as defined by these rules. An employee may take paid sick leave after the first month of employment. Every effort by the employee shall be made to schedule appointments during non-work hours.

(A) Sick leave with pay shall be granted to all Employees. Sick leave shall be earned at the rate of (8) eight hours per calendar month of service, not to exceed a total maximum accumulation of (1920) nineteen hundred twenty hours. No sick leave shall be earned once the maximum accrual is reached.

17.2 The City agrees to pay fifty percent (50%) of Employee's unused accumulated sick leave upon retirement or death. Upon reduction in force, the City shall pay twenty-five percent (25%) of Employee's unused accumulated sick leave.

17.3 Family Leave: Employees with approval of the Department Head may use up to three (3) days accumulated sick leave per year for purpose of attending to immediate family during difficult or extended illness. Alternatives for care of family members should be pursued prior to requesting leave under this provision, and the Supervisor that stipulates to the necessity for such care and attendance may request a copy of a written confirmation from the attending physician.

17.4 Bereavement Leave: In the event of a death in the immediate family, the Employee may take off up to four (4) days. The immediate family shall be defined as husband, wife, child, mother, father, brother, sister, grandparents and grandchildren. **Effective the start of the first pay period in 2017 following City Council ratification of the Memorandum of Understanding (MOU), the City agrees to not charge Bereavement Leave to Sick Leave.**

17.5 When an employee is off work as a result of a valid on-the-job injury sustained in the service of the City, the employee is entitled to use their accrued Sick Leave during the period of disability to make up the difference between their regular pay and the Workers Compensation Temporary Disability Payments. The City shall pay only that amount necessary to make up the difference between the employee's monthly rate and the amount payable to the employee as temporary disability payments from the Worker's Compensation Insurance Plan of the City. To take advantage of this benefit, the employee must forward their Temporary disability check to the City.

17.6 The City may require verification of the necessity for sick leave. Such verification may be in the form of a written statement from a doctor or a personal affidavit from the Employee. The City reserves the right to specify which of the two verification procedures will be required in any particular situation. If the City requires verification from a physician, the City shall pay for the cost of such verification to the extent such cost is not reimbursed by the Employee's health insurance.

17.7 If the City determines that an Employee has abused the provisions of the sick leave policy, the Employee shall be subject to disciplinary action.

17.9 Sick Leave Conversion Upon Retirement: In lieu of a cash-out of sick leave, an employee upon retirement under PERS, may choose as an option to convert a percentage of the dollar value of the sick leave, at the employee's current hourly base rate of pay as of the date of retirement, to pay the pre-paid health insurance premium for a period of time up to age 65 according to the following conversion plan.

<u>Employee's years of Service with City:</u>	<u>Percentage value of employee's accrued Sick Leave:</u>
Through 15 years	50%
16 through 19 years	70%
20 or more years	80%

(A) Following is the procedure to account for the percentage value of converted sick leave. At the written request of the retiring employee, the City Staff will compute the dollar value of the accrued sick leave according to the percentages shown above and maintain an accounting in the employee's name deducting the amount of monthly City health insurance premium from the "balance".

(B) The value of sick leave does not accrue in a cash fund for each employee, therefore no actual funds are held in trust. The City simply agrees to pay the retiree's premium for a period of time until the balance value of the conversion is depleted.

(D) Should a retired employee want to stop their insurance premium payments under the Section, the employee must notify the City Manager in writing, giving the date payments should end, and City Staff will do an accounting of the actual dollar amount already paid out. Should this amount still be less than the fifty percent (50%) value provided for in the sick leave payoff provisions of this MOU (Section 17.2), the balance will be paid to the employee.

(D) Should a retired employee die prior to fully using this benefit, any dependents covered under the health insurance may, if permitted to continue insurance coverage by the insurance carrier, receive the continuation of this benefit until fully expended. The benefit shall have no cash value to the employee's estate nor can the City accept any claim for payoff by heirs.

ARTICLE 18 UNIFORM ALLOWANCE

18.1 The City agrees to furnish, at no cost to the Employees, necessary safety items required and determined by the City.

18.2 The City agrees to provide Fire and Police Dispatchers one summer and one winter uniform upon completion of the initial training period.

18.3 In addition:

- (A) Police Dispatchers will receive \$625 per year Uniform Allowance; and
- (B) Fire Dispatchers will receive \$525 per year Uniform Allowance.

**ARTICLE 19
HOLIDAYS AND HOLIDAY PAY**

19.1 Association members shall receive "Holiday in Lieu Pay". **Effective January 15, 2018, employees in this Bargaining Unit will receive an additional eight (8) hours of Holiday in Lieu pay.** The amount shall annually be equal **then to (134) one hundred thirty four hours pay.** The annual payment is to be made on the pay period prior to Thanksgiving Day. This Holiday in Lieu Pay provision for Association Members replaces all previous policies and resolves any and all previous Holiday Pay issues.

457 DEFERRED COMPENSATION PLAN

Effective the first pay period in 2017 following City Council ratification of the Memorandum of Understanding (MOU), the City agrees to match employee's contributions to their 457 Deferred Compensation Plan up to \$60 per month. The City match is only available for one (1) Deferred Compensation Plan even if employees are enrolled in more than one (1) Plan. Employees must commit to maintain their 457 contribution for one full year.

**ARTICLE 21
RETIREMENT**

21.1 The City provides retirement benefits under a contract with the Public Employees' Retirement System (PERS). The City confirms that all current Tier 1 Miscellaneous Employees are in the PERS 2% @ 55 Retirement Formula.

- a.) **Bargaining Unit Members agree to pick up an additional three and one-half percent (3½%) of the employee share of the CalPERS pension payment for a total of seven percent (7%) of retirement costs effective the start of the first pay period in 2017 following City Council ratification of the Memorandum of Understanding (MOU).**
- b.) **The City further agrees to utilize IRS Code 414(h)2, making these payments with pre-taxed dollars.**

21.2: For PERS Miscellaneous Members, the new retirement tier formula of 2% at 60 based upon three (3) year average salary for employees hired after January 1, 2012.

The City and the Association agreed to implementation of a PERS Tier 2 Retirement formula which the City Council approved via MOU on December 13, 2011.

- a.) The City and the City of Corning Dispatchers Association Bargaining Unit Members agree to the deferral of PERS EPMC pickup of an additional one and one half percent (1.5%) effective the first pay period in July 2016. The total employee share of retirement pickup would then be 7% of the 7% employee's share of retirement costs.

21.4: Employees hired on or after January 1, 2013, who are not eligible for reciprocity or are not current CalPERS members without a break in service greater than six (6) months, shall participate in legislatively mandated CalPERS contributions and retirement benefit formula plans established by AB340, the "Public Employees' Pension Reform Act of 2013". This legislation is administered/interpreted by the California Public Employees Retirement System (CalPERS). New employee members shall have the following retirement benefit formula and contribution rate:

- a. For PERS Miscellaneous members 2%@62, 3 year final compensation as defined by PERS
- b. Member contribution rate is 6.25%
- c. The member contribution rate is expected to remain unchanged until July 1, 2015

The current miscellaneous member contribution rate is 6.25%. CalPERS may change this rate following actuarial review during the term of the MOU.

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ARTICLE 22 VACATION

22.1 Employees shall earn vacation according to the following:

(A) Employees shall earn vacation with pay at the rate of eighty (80) hours per year after one (1) year of employment.

(B) Employees shall earn vacation with pay at the rate of one hundred twenty (120) hours per year after five years of City employment.

(C) Employees shall earn vacation with pay at the rate of one hundred sixty (160) hours per year after ten (10) years of City employment.

(D) Effective January 1, 2009, employees shall earn vacation with pay at the rate of two hundred (200) hours per year after fifteen (15) years of City employment.

(E) The maximum number of vacation hours employees may carry over or have in a vacation account at the start of each new calendar year is one hundred fifty (150) hours.

(F) Employees who have more than one hundred fifty (150) hours in their vacation account will have the excess vacation time paid off at the close of each calendar year.

Effective the pay-period beginning January 4, 2015 employees shall earn vacation according to the following:

(A) Employees shall earn vacation with pay at the rate of one hundred twenty (120) hours per year after one (1) year and during the first seven (7) years of City employment.

(B) Employees shall earn vacation with pay at the rate of one hundred sixty (160) hours per year after completion of seven (7) years of City employment.

(C) Employees shall earn vacation with pay at the rate of two hundred (200) hours per year after completion of fifteen (15) years of City employment.

(D) The maximum number of vacation hours employees may carry over or have in a vacation account at the start of each new calendar year is one hundred fifty (150) hours.

(E) Employees who have more than one hundred fifty (150) hours in their vacation account will have the excess vacation time paid off at the close of each calendar year.

22.2 The Employee shall have the option of converting up to fifty percent (50%) of unpaid accumulated vacation to cash payment in lieu of taking vacation. Employees may exercise the payoff option only one (1) time per fiscal year with five (5) working days notice to payroll.

ARTICLE 23 PROBATION PERIOD AND EVALUATION

23.1 All Employee evaluations will be made by the Employee's immediate Supervisor or the Employee's Department Head annually prior to the employee's anniversary date. In the event the immediate supervisor or Department Head is unable to complete the evaluation, the City Manager may complete the evaluation. The City reserves the right to conduct formal evaluation summaries every six (6) months. Nothing contained herein should be construed to limit the right of the City to continually monitor and assess Employee performance and provide feedback to the Employee regarding the Employee's performance.

23.2 All new, promoted, and reclassified Employees are on probation for twelve (12) months. Current City Employees accepting a promotion to a higher classification retain the right to return to their former classification if the City determines during the probation period that they are unable to satisfy the requirements of the new classification.

**ARTICLE 24
LAY-OFF POLICY**

24.1 The City may lay off Employees whenever it becomes necessary because of lack of work or funds, or whenever it is deemed advisable in the interests of economy to reduce the force in a department or office.

24.2 Persons shall be laid off in the following order:

(A) All extra help, temporary and provisional Employees in the same department and within the same job classification shall be laid off before any regular Employee is laid off.

(B) When it becomes necessary to reduce the force in any department or office by lay-off of regular Employees, seniority shall be the determining factor. In the case where seniority is equal, ability shall govern. The determination of ability shall be the exclusive responsibility of the Department Head, provided that in making such determination, consideration shall be given to skill, efficiency, knowledge, physical fitness, training and attitude toward fellow Employees.

24.3 Seniority shall be measured from the Employee's most recent initial appointment to City service, but shall not include any period during which such Employee was on leave without pay, or not actually in City employment because of the Employee's voluntary termination, lay-off or other cause; provided that, for any Employee who is re-employed after being discharged, seniority shall be measured from the date of the Employee's most recent appointment.

24.4 The City shall send written notice by certified mail, postage prepaid, return receipt requested, and correctly addressed to the last known mailing address of the Employee as found in the Employee's personnel file. In lieu of the above, the City may serve notice by personal service. Notice of lay-off shall be made at least thirty (30) days prior to the effective date of the action.

24.5 In lieu of being laid off, a regular Employee may elect demotion and displacement in the same department to a classification previously held by said Employee with substantially the same or lower salary step and/or to a classification in which said Employee meets the minimum qualifications. Demotion and displacement rights to specific classifications shall be applicable only within the department and subject to lay-off list provisions in this Article based on seniority and ability. Employees wishing demotion and displacement in lieu of lay-off must notify the City Manager in writing of this election no later than seven (7) calendar days after receiving notice of layoff.

**ARTICLE 25
SAVINGS CLAUSE**

25.1 If any Article section, subsection, paragraph, sentence, clause or phrase of this Memorandum of Understanding shall, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion of the Memorandum, it being expressly provided that this Memorandum and each Article section, subsection, paragraph, sentence, clause or phrase hereof would have been adopted irrespective of the fact that any one or more Articles, sections, subsections, paragraphs, sentences, clauses or phrases shall be declared invalid or unconstitutional.

**ARTICLE 26
FULL UNDERSTANDING, MODIFICATION AND WAIVER**

26.1 This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

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

**ARTICLE 27
TERM OF AGREEMENT**

27.1 This Memorandum of Understanding shall be effective January 1, 2017, upon adoption by the City Council of the City of Corning and shall remain in effect until the 31st day of December 2019.

27.2 This Memorandum of Understanding may be extended by mutual agreement of the parties if additional time is required to consummate a new Memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 14th day of March 2017.

CITY OF CORNING

**CITY OF CORNING
DISPATCHERS ASSOCIATION**

**Kristian Miller,
City Manager**

**Daymon Schlereth,
Association Representative**

**Shelley Keener,
Association Representative**

**William "Bill" May,
Chief Negotiator**

**Art Frolli,
OE-3 Business Representative**

**Lisa M. Linnet,
City Clerk**

Ratified by the Corning City Council on December 11, 2015