

# **Memorandum of Understanding**

**Between**

**The City of Wasco**

**And**

**SEIU, Local 521**

**July 1, 2017 thru June 30, 2020**

## **Section 1.**

### PREAMBLE

The Memorandum of Understanding is entered into by the City of Wasco, hereinafter referred to as the City of Wasco or City; and the SEIU, Local 521, AFL-CIO, hereinafter referred to as the Union, pursuant to the Meyers-Miliias-Brown Act, Government Code Section 3500-3510.

It has as its purpose of harmonious relations between the City of Wasco, its employees and the Union; the strengthening of the merit system; the establishment of an equitable and peaceful establishment of rates of pay, hours of work and other terms and conditions of employment of all City Employees; excluding management, mid-management, confidential and safety personnel, who hereby constitute the bargaining unit.

### TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be for a period of three years commencing July 1, 2017 and expiring June 30, 2020.

## **Section 2.**

### RECOGNITION

Pursuant to the applicable State Law and in accordance with all applicable statutory provisions the City of Wasco hereby recognizes The SEIU Local 521 as the certified majority representative of the employees in each of the above representation units. The term “employee” or “employees” as used herein shall refer only to employees employed by the city (excluding temporary or extra help). City of Wasco recognizes the Union as the bargaining agent for the purposes of establishing salaries, wages, hours and other terms and conditions of employment for all employees within the bargaining unit as set forth in the Preamble above.

## **Section 3.**

### DEFINITIONS

In the administration and interpretation of this Memorandum of Understanding, the definitions in the Personnel Policies Manual and rules and regulations for the City of Wasco (“Personnel Policies”) shall apply, except where they are in conflict with an express written definition contained in this Memorandum of Understanding, in which case this Memorandum of Understanding controls. It is also further understanding that the City of Wasco retains the right to revise its current Personnel Policies Manual to a Human Resources Policy and Procedure Manual.

## **Section 4.**

### RENEWAL

The City of Wasco and the Union agree that, for the term of this Memorandum of Understanding, except as otherwise provided for herein each party waives the right and each agrees that the other party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Memorandum of Understanding, except as to the meeting and conferring over the renewal or continuation of this Memorandum of Understanding.

The City of Wasco and the Union agree that this Memorandum of Understanding shall not be binding upon the parties either in whole, or in part, unless and until ratified by Local 521 Membership and formally approved by a majority vote of the City Council. This Memorandum of Understanding shall remain in full force and effect from July 1, 2017 through June 30, 2020. Either party may serve written notice to meet and confer concerning possible changes in the provision of this Memorandum of Understanding. Such notice shall be submitted in writing at least sixty days prior to the termination date of this Memorandum of Understanding. It is the intent of the parties to conduct negotiations in such a manner as to reach a new Memorandum of Understanding on or before the termination date of this Memorandum of Understanding. The Union agrees to provide its initial proposal at the first negotiating session.

It is further agreed that nothing in this Memorandum of Understanding shall in any way diminish the rights of the employees, the City of Wasco, or the Union as established by the Meyers-Milias-Brown Act of the State of California and all amendments thereto, except as herein provided.

## **Section 5.**

### UNION REPRESENTATION RIGHTS

The City of Wasco agrees that the union representatives will be granted those rights specially conferred by legislation such as the Meyers-Milias-Brown Act.

## **Section 6.**

### GRIEVANCE

Employees will utilize the Grievance Procedures as outlined in the Personnel Policy Manual.

## **Section 7.**

### UNION BARGAINING COMMITTEE

The Bargaining committee of the Union will include a maximum of four (4) members, including Union staff members.

There will be no discrimination against an employee because of his duties as a union official, representatives, steward or committee member.

The Union agrees to provide the City Manager with a list of Union officers and representatives who are authorized to meet and confer in good faith. The union shall also provide the above officials with a list of all authorized staff representatives. In addition, the Union shall provide a list of stewards who can post materials on behalf of the Union. These lists shall be kept current by the Union.

## **Section 8.**

### NON-DISCRIMINATION

The provisions of this Memorandum shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age and marital status (except as provided by law), disability, national, religious affiliation, sexual orientation, or Union membership or non-membership.

## **Section 9.**

### HEALTH AND SAFETY

The Union agrees to support without qualification the City's safety program and will encourage its members to attend safety courses.

Both the City and the Union recognized the need and will strive to reduce the number of industrial injuries among the employees.

## **Section 10.**

### HEALTH CARE

The City agrees to continue the Health, Dental and A.D.&D. insurance plans to employees and dependents during the term of this Memorandum of Understanding unless said costs for such benefits shall increase by more than seven (7) percent in any one year; then the City shall not be responsible for said additional costs. Both Parties agree to meet and confer for the sole purpose of negotiations issued related to the Health, Dental and A.D.&D. benefits if a seven (7) percent increase in any one year is reached. Even if there is not an increase above seven (7) percent in

any one year, the City reserves the right to shop Health, Dental and A.D.&D. plans as long as the level of benefits are substantially maintained to the present level of benefits.

Retired employees who are at least 62 years of age shall be able to pay their own insurance premium through COBRA (premium cost plus 2% administrative fees) for up to eighteen months and Cal-COBRA up to age 65. Premiums for Cal-COBRA will be determined at time of eligibility.

#### Waiver of Medical Insurance

Full time employees who are enrolled in an alternate health insurance plan may waive (relinquish) enrollment in the City of Wasco Health Insurance Plan by providing proof of comparable coverage and receive a \$100 per month stipend. The waiver of insurance stipend is to be paid \$50.00 per pay period for the first two pay periods of the month.

### **Section 11.**

#### WAGES

1. Within one (1) bi-weekly payroll after ratification by both the City and the Union, a 2% salary increase shall be made to all employees covered by this bargaining agreement.
2. In the bi-weekly payroll period in which June 30, 2018 is contained, all employees covered by this bargaining agreement shall receive a salary increase of 2%.
3. In the bi-weekly payroll period in which June 30, 2019 is contained, all employees covered by this bargaining agreement shall receive a salary increase of 2%.

#### Supervisor Compensation

Base salary of supervisory positions shall be no less than 5% above the salary range of the highest paid position under his/her direct supervision as listed in the job description for each specific position title. The reporting relationship must be to the primary supervisor.

#### Bilingual Pay

1. Employees who have been designated by the City (Department) Directors, or an authorized representative, and regularly utilize bilingual skills in their position as a departmental translator for the City shall receive \$28.50 per pay period for oral only communicators and \$45.00 per pay period for oral and written communicators.
2. Employees shall be required to demonstrate fluency in the language and the language skill necessary for the job as set forth below.

3. Testing in the capacity of either “Oral Only Communication” or “Oral and Written Communication” shall be done through the City’s authorized agent, Bakersfield College, and at the expense of the Employee seeking said certification.
4. If an employee has a certificate already on file with the City prior to the ratification of this agreement, the certification submitted shall be acceptable to the City for qualification purposes.
5. The City has approved for the following departments to qualify for bilingual pay:
  - a. Public Works
  - b. Finance
  - c. Planning
  - d. City Manager’s office/Administration
6. The City shall determine the language(s) in which bilingual pay is needed depending on the changing demographics of the City.

#### Longevity Pay Program

During the term of this MOU, an employee, who reaches an anniversary date for longevity pay, shall receive such pay effective the next pay period nearest his or her anniversary date. Such increases in pay shall only begin during a new pay period. Such longevity pay shall occur in the following increments:

- A. Regular full-time employees who have completed 3 years (6,240 hours) of continuous City service shall receive .5% longevity pay on base hourly wages.
- B. Regular full-time employees who have completed 5 years (10,400 hours) of continuous City service shall receive 1% longevity pay on base hourly wages.
- C. Regular full-time employees who have completed 10 years (20,800 hours) of continuous City service shall receive 2% longevity pay on base hourly wages.
- D. Regular full-time employees who have completed 15 years (31,200 hours) of continuous City service shall receive 3% longevity pay on base hourly wages.
- E. Regular full-time employees who have completed 20 years (41,600 hours) of continuous City service shall receive an additional 4% longevity pay on base hourly wages.
- F. Regular full-time employees who have completed 25 years (52,000 hours) or more of continuous City service shall receive an additional 5% longevity pay on base hourly wages.

- G. All hours indicated above are exclusive of overtime or any other time not included as “regular” hours worked.

## **Section 12.**

### MAINTENANCE OF BENEFITS

The City of Wasco and the Union agree that all benefits provided by ordinances or resolutions, which are in existence at the commencement of this Memorandum of Understanding, shall not be diminished, lessened, or reduced for the duration of this Memorandum of Understanding, unless mutually agreed to by the parties or unless said benefit increases in costs of more than seven (7) percent in any one year, then the City of Wasco is only required to maintain such benefit at the cost level of the previous year.

The City has agreed to maintain, and guarantee the Benefit Card (or its substitute) amount for the term of this agreement and at the level of benefit granted in the final year of the previous agreement. The Union agrees to call the negotiating team together if, in any January following ratification of this MOU, the contract for medical care changes in any manner which may negatively affect the Benefit Card (or its substitute) amount. The City and Union agree to negotiate in good faith over the changes to resolve any financial impact to either the City or the Union members. A vote of the members will be necessary at the completion of negotiations to confirm the Union’s position.

## **Section 13.**

### HOURS AND OVERTIME

(A) Standard Work Periods

The standard workday for regular full time employees shall be eight hours and the standard workweek shall be forty hours worked in five (5) consecutive workdays. The workday and workweek for part-time employees shall be established and directed by the Department Head.

(B) Exceptions to Standard Work Period

The Department Heads are hereby authorized to designate other work periods and working hours for employees when, in his/her opinion, the best interest of the City may be served by such adjustment of the standard work periods and hours.

(C) Overtime and Compensatory Time

Overtime shall be worked only at the request of the Department Head. Regular employees required to work in excess of eight hours in a day or in excess of forty hours in a week shall, at the option of the employee, be compensated in cash or compensatory time off at a rate of time and one-half.

Work schedules may be changed by mutual Memorandum of Understanding or unilaterally by the City due to the need to cut costs, to reflect work hours in excess of eight hours within a day without overtime premium being required, (i.e., four- 10 hours days or 9/80 schedule) and overtime compensation shall be computed at the 40-hour workweek.

Compensation time accumulation shall be limited to a maximum of forty (40) hours.

The City Manager shall have the authority to authorize Overtime for special events, regardless if the designated employee has worked less than eight hours in a day or less than forty hours in a week. As an example, these events may include City-wide events such as parades, festivals, car shows, and the like.

(D) Rest Break

Rest breaks of fifteen (15) minutes for each four (4) consecutive hours worked shall be provided. Employees whose assigned workday is more than four (4) hours shall receive two (2) fifteen minute rest breaks. Breaks shall be scheduled as near the mid-point of each work period as possible.

(E) Call Back

When an employee is required to return to work following the completion of his normal workday, the employee shall receive a minimum of two (2) hours pay at the overtime rate.

(F) Stand-by Duty

Employees MUST be so assigned to stand-by duty by their department head and shall be compensated and governed by the following:

1. Compensation shall be at the rate of 5% of base salary on such stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed.
2. Be ready and take steps immediately to respond within a reasonable time to calls for their services.
3. Be readily reachable by telephone or paging device
4. Remain within a specified distance or time from their work stations; and
5. Refrain from activities which might impair their ability to perform their assigned duties.
6. Employees compensation shall, when called to active duty while on stand-by duty status, be compensated for such active duty at the applicable rate of pay. Work time for employees called active duty while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee completes work. A minimum of two (2) hours at the appropriate rate shall be paid in those cases when an employee on stand-by status is required to report to a job site.



7. No employee or other qualified person shall be paid for stand-by duty time and other compensable duty time simultaneously.

(G) Shift Differential:

- A. An employee shall receive additional compensation at the rate of ninety- five cents (95¢) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 3:00 p.m. and mid-night and in locations where these classes are regularly assigned shift work.
- B. In lieu of compensation set forth in paragraph “A” above, employees shall receive additional compensation at the rate of one dollar and twenty-five cents (\$1.25) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m. and in locations where these classes are regularly assigned shifts work.
- C. Notwithstanding A and B above, in a situation where an employee works a shift evenly divided before and after 12:00 midnight, the employee shall receive additional compensation in the amount of ninety-five (95¢) per hour for one half the hours worked on the shift, and one dollar and twenty-five cents (\$1.25) for one-half the hours worked on the shift.

- (H) All forms of incentive pay such as, but not limited to, certification stipends, 3-axle pay, specific department-wide on call pay are not authorized unless so specified in this contract.

## **Section 14.**

### VACATION

As described in the City’s Personnel Policy Manual.

### Vacation Payout

Prior to the first pay period of November, or November 1st, whichever is later, the City will generate a log of all employees who have 160 hours of vacation or over on the books. Those employees will be able to request a draw against vacation in the form of a maximum 40 hours, to be paid out during the second pay period of December of that given year. Only those employees who have 160 hours or more accrued on the books at the time of the generation of the log will be eligible for the vacation payout. Employees who qualify for this program will receive a memo indicating how many hours the eligible employee has available to pay out. The memo shall contain an area to be filled out by the employee which contains the amount of hours, from the number of eligible hours, the employee wishes to pay out, and the employee must sign and return the memo no later than the end of the business day on the third Thursday of November of any given year to allow for processing time prior to the second pay period of December. The City

will assume any memo not returned by the due date indicates the employee has chosen not to take any eligible vacation time as a payout.

## **Section 15.**

### PERFECT ATTENDANCE PROGRAM

The City shall continue the perfect attendance program as outlined in Exhibit “A” for the fiscal years covered in this MOU.

### HOLIDAY SCHEDULE

(a) Regular full-time employees shall be granted 8 hours of holiday pay for days specified below:

New Years Eve	Veterans Day
New Years Day	Thanksgiving Day
President’s Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Holiday (see section g below)

If a holiday falls on a 9-hour work day employees shall be granted 1 additional hour of holiday pay to make a full 9- hour holiday.

- (b) Holidays that fall on Sunday shall be observed on Monday. Holidays that fall on Saturday shall be observed on Friday.
- (c) When Christmas or New Years Day fall on Saturday, the eve shall be celebrated on Thursday. When Christmas or New Years fall on Sunday or Monday, the eve shall be celebrated on Friday.
- (d) When the City of Wasco requests an employee to work on the above holidays, he/she shall work on the above holidays and be compensated double time, with a minimum of three (3) hours.
- (e) When a holiday falls during an employee’s vacation, the employee shall receive another day off with pay.
- (f) All permanent part-time employees who work twenty (20) or more hours per week are eligible for holidays pay at one-half (1/2) the rate of permanent full-time employees.
- (g) Floating Holidays – Each employee in the general employee unit, who is employed by the City of Wasco as of July 1<sup>st</sup> of each fiscal year, shall be eligible for two (2) floating holidays of their choice. Floating holidays must have prior department approval and shall be consistent with the efficient operation of the affected department and its activities.

## **Section 16.**

## TUITION REIMBURSEMENT.

As described in the City's Personnel Policy Manual.

### License Renewal Reimbursement

Where the City requires that employees in a classification possess a license or certificate (class C driver's license excluded) as an employment standard, the City shall reimburse employees up to a maximum of \$250 per fiscal year be used toward the renewal and/or continuing education. No additional cost associated with either renewal or maintenance of the license or certificate will be reimbursed.

If the employee leaves City employment during the licensing period, reimbursement shall be pro-rated (i.e., if fees have been paid in advance by the City, the employee shall be required to reimburse the City for the pro-rated portion of the fees through a reduction in the employee's final pay check).

## JURY DUTY

As described in the City's Personnel Policy Manual.

## **Section 17.**

### SICK LEAVE

As described in the City's Personnel Policy Manual.

### UNIFORMS

Whenever the City of Wasco requires uniforms and/or protective clothing to be worn, such uniforms and/or protective clothing shall be provided and maintained by the City. Employees are to be furnished one clean uniform for each regular shift.

- (a) Safety Toe shoes Allowance

Employees required to wear OSHA rated safety toe shoes shall receive a maximum benefit of \$200.00 annually each year as of July 1st.

## **Section 18.**

### MID-MANAGEMENT / CONFIDENTIAL EMPLOYEES GROUP

The following positions have been formally designated as the City's Mid-Management / Confidential Employees group and subsequently not included as part of the bargaining unit:

- A. Superintendent of Streets
- B. Superintendent of Water
- C. Accounting Manager
- D. Chief Building Inspector
- E. Housing and Community Programs Manager
- F. Senior Planner
- G. Economic Development Coordinator
- H. Executive Assistant to the City Manager
- I. Public Services Manager
- J. Human Resources/Risk Manager
- K. City Projects Manager
- L. City Operations Manager

## **Section 19.**

### UNION RESPONSIBILITY

During the term of this Memorandum of Understanding, the Union agrees that it will not engage in, encourage, or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Memorandum of Understanding, agreeing with the City that all matters of controversy within the scope of the memorandum of understanding shall be settled by established grievance procedures.

## **Section 20.**

### MANAGEMENT RIGHTS

The City of Wasco retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which City government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function and necessity of all or part of each of its constituent departments, boards and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service, and the service levels, to the public.

It also retains the sole right to administer the Compensation and Position classification systems, to classify or reclassify positions, add or delete positions or classes to or from the Salary Range; to establish standards for employment, promotion, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, transfer work out of the unit, and to relieve its employees from duty for lack of work or other legitimate reasons. The City retains the right to be the sole judge, subject to its Policies and Procedures and the Municipal Code, of the qualification and competence of its officers and employees.

## **Section 21.**

### EMPLOYEE RIGHTS

Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employee relations. Employees shall also have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, unduly influenced or discriminated against because of his/her exercise of these rights.

Management employees shall not represent non-management employees on matters within the scope of representation. Confidential employees shall not represent non-confidential employees on matters within the scope of representation. This provision does not otherwise limit the right of confidential employees to be members in employee organizations of their choice.

Employees' rights and obligations regarding use of the City's computers and computing resources are governed by the City's Acceptable Use Policy. The parties agree that occasional and incidental use of City computing resources for union business is allowable within the parameters of the Acceptable Use Policy, so long as such use does not interfere with the performance of work duties, the effective delivery of services, result in any cost to the City, or unduly compromise the security of City systems.

## **Section 22.**

### AGENCY SHOP FEE

Each employee in the bargaining unit shall either 1) become a member of the Union to the extent of tendering periodic dues uniformly required for membership, or 2) pay to the Union a periodic representational fee in an amount uniformly established by the Union's Board of Directors, but in no event shall such representation fee exceed eighty percent (80%) of the amount that a Union member would pay in dues for the same period.

## **Section 23.**

### PERSONNEL POLICIES

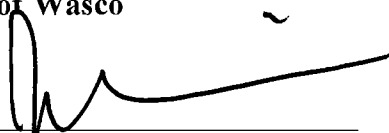
All adopted Personnel Rules and Regulations, Employer/Employee Relations Policy, Injury and Illness Prevention Program, and Drug and Alcohol Free Workplace Policy are incorporated by reference to this MOU.

## **Section 24.**

### SEVERABILITY

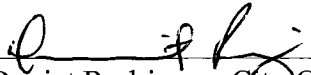
Should any provisions of this Memorandum of Understanding be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

**City of Wasco**



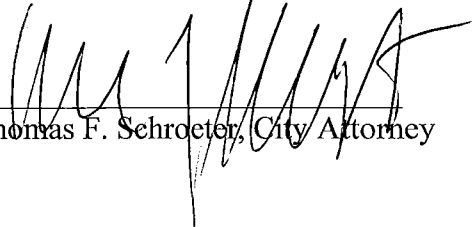
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J. Paul Haris, City Manager



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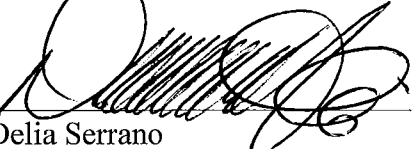
Duviet Rodriguez, City Clerk



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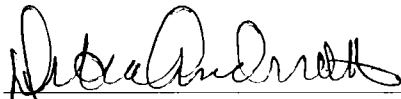
Thomas F. Schroeter, City Attorney

**SEIU, Local 521**



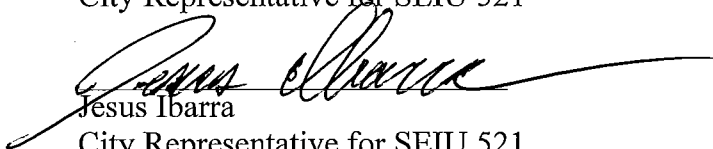
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Delia Serrano  
SEIU 521, Union Representative



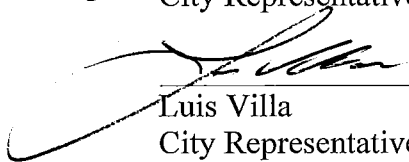
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Debra Andreotti  
City Representative for SEIU 521



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Jesus Ibarra  
City Representative for SEIU 521



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Luis Villa  
City Representative for SEIU 521

**EXHIBIT “A”**

<b>City of Wasco</b>	<b>Human Resources Policies and Procedures</b>		
	ORIGINAL DATE 06/15/10	REVISED DATE 06/05/12,8/5/2014,6/20/17	PAGE NUMBER 15 of 16
	SUBJECT Perfect Attendance Program		City Council Approval
POLICY NUMBER			City Manager Approval

**I. Purpose**

The Perfect Attendance Program was developed to provide an incentive for employees to minimize unplanned time away from work thereby promoting a reliable and efficient workforce.

**II. Scope**

This policy applies to all Regular full time employees of the City of Wasco.

**III. Policy**

The Perfect Attendance Program (the “Program”) provides for one (1) paid vacation day (8 hours) that is available to employees that maintain a perfect attendance record. The additional vacation day will be earned in two portions, as outlined below.

- 1) 4 hours of vacation time will be awarded on January 1, 2018 to all employees who maintain a Perfect Attendance Record between July 1, 2017 and December 31, 2017. 4 hours of vacation time will be awarded on July 1, 2018 to all employees who maintain a Perfect Attendance Record between January 1, 2018 and June 30, 2018.
- 2) 4 hours of vacation time will be awarded on January 1, 2019 to all employees who maintain a Perfect Attendance Record between July 1, 2018 and December 31, 2018. 4 hours of vacation time will be awarded on July 1, 2019 to all employees who maintain a Perfect Attendance Record between January 1, 2019 and June 30, 2019.
- 3) 4 hours of vacation time will be awarded on January 1, 2020 to all employees who maintain a Perfect Attendance Record between July 1, 2019 and December 31, 2019. 4 hours of vacation time will be awarded on June 30, 2019 to all employees who maintain a Perfect Attendance Record between January 1, 2019 and June 30, 2019.

For the purposes of this Program, “Perfect Attendance Record” means an employee who reports to their job on time and works through their entire shift, less meal and rest breaks, every consecutive regularly scheduled workday. The following types of absences will not be counted against a Perfect Attendance Record: preapproved vacation leave, City observed holidays, bereavement leave, mandated jury duty, and leave as a result of a work related injury. Any other absence or tardiness in reporting or returning to work will disqualify an employee under the Program.

The additional vacation day earned through this Program shall be used in accordance with and is subject to all the provisions of Section 10 of the City of Wasco Personnel Policy relating to Vacation Leave.