

# MEMORANDUM OF AGREEMENT

## CITY OF TAFT AND SEIU LOCAL 521

### (UNIT C)

Recommended by Fact Finding Panel

Phillip Tamoush   
Panel Chairperson

Kenneth Caves   
City-Appointed Panel Member

Chuck Waide   
SEIU-Appointed Panel Member

June 5, 2012 – June 30, 2015

## Table of Contents

Article	Title	Page
1	Introduction	1
2	City Council Ratification	1
3	Membership Ratification	1
4	Recognition	1
5	Scope of Representation	2
6	Management Rights	2
7	Association Membership	2
8	Association Rights	3
9	Seniority / Layoff	3
10	Hours of Work	4
11	Work Schedules	4
12	Rest Periods	4
13	Meal Periods	4
14	Employee Discipline	5
15	Grievance Procedure	5
16	Holidays	8
17	Vacation	9
18	Sick Leave	10
19	Bereavement Leave	13
20	Military Leave	13
21	Jury Duty	14
22	Salaries / Bilingual Pay	14
23	Supervision of Inmates	14
24	Higher Classification Pay	14
25	Holiday Pay	15
26	Standby Compensation	15
27	Call Back Pay	15
28	Uniform Allowance	15
29	Industrial Injury Supplemental Pay	16
30	Life Insurance	17
31	Health Insurance	17
32	Retirement Benefits	18
33	Mileage Reimbursement	18
34	Section 125 Program	18
35	Required Physical Examinations	18
36	Education Incentive	18
37	Reopeners	19
38	Non Discrimination	19
39	Savings Clause	19
40	Full Agreement	19
41	Term of Agreement	19
	Signatures	20

**MEMORANDUM OF AGREEMENT  
CITY OF TAFT  
AND  
SEIU LOCAL 521 (UNIT C)**

**Article 1 - Introduction**

This Agreement, made and entered into at Taft, California by and between the City of Taft and the Service Employees International Union (SEIU) Local 521, is intended to define wages, hours and working conditions of those employees of the City of Taft designated as Unit C and represented by the Service Employees International Union in accordance with provisions of the Meyers-Miliias-Brown Act of the State of California and the Personnel Policies and Procedures of the City of Taft.

**Article 2 - City Council Ratification**

It is agreed that this Agreement is of no force or effect until ratified and approved by resolution duly adopted by the City Council of the City of Taft.

**Article 3 - Membership Ratification**

It is agreed that this Agreement is of no force or effect until ratified and approved by the Association and such ratification is certified and submitted to the City Clerk of the City of Taft.

**Article 4 - Recognition**

The City of Taft does hereby recognize the Service Employees International Union as the recognized representative of those employees of the City of Taft designated as Unit C (General Employees) by the Municipal Employee Relations Officer of the City of Taft.

Said Unit shall consist of all permanent and probationary employees in the following positions:

Classification  
Office Assistant  
Office Assistant II  
Administrative Secretary (Not Assigned to City Manager)  
Data Entry Clerk  
Account Clerk I (Not Assigned to CCF)  
Account Clerk II (Not Assigned to CCF)  
Account Clerk III  
Account Clerk III/Computer Systems Administrator  
Accounting Assistant  
Accountant  
Assistant Planner  
Housing Coordinator  
Grant Administrator  
Planning Information Systems Analyst  
Property Clerk

Maintenance Services  
Animal Shelter Technician  
Code Enforcement Specialist  
Community Services Officer  
Maintenance Worker  
Mechanic  
Mechanic II  
Equipment Operator  
Maintenance Leadperson  
Maintenance Worker Recycler

Transit  
Transit Dispatcher  
Transit Operator

Terms of this Agreement shall not be applicable to temporary employees of the City of Taft. The City of Taft agrees that any newly created positions shall be assigned to this unit excepting Management/Supervisory/Confidential positions; Public Safety Officers; or positions assigned to CCF.

#### **Article 5 - Scope of Representation**

The Association's scope of representation shall include all matters pertaining to wages, hours and other terms and conditions of employment.

#### **Article 6 - Management Rights**

In accordance with existing policies and procedures and applicable resolutions and codes of the City of Taft and except as otherwise specifically provided in this Agreement or in subsequent ones, the City of Taft has and retains the sole and exclusive rights and functions of management of the City.

#### **Article 7 - Association Membership**

The Association shall have the sole and exclusive right to have membership dues payroll deducted for members covered by this Agreement, upon appropriate written authorization from such employee. Remittance shall be made by the City to the Association within fifteen (15) days of the deduction of such sums.

The City shall deduct, upon receipt of a duly executed form, properly signed by a member of the bargaining unit, dues to the Association.

The Association shall advise the City, in writing, of the dues amount to be deducted for each member. Any change in dues will be submitted to the City, in writing, thirty (30) days prior to the effective date of such change.

The City shall, as soon as possible, notify the Association Executive Director if any member of the bargaining unit revokes a dues/fees authorization.

The Association agrees to provide the City with written notice of its address of record; to indemnify and hold harmless against any claims made and any suit initiated against the City

on account of Association deductions; and to refund to the City of Taft any amount paid to the Association in error upon presentation of supporting evidence.

### **Article 8 - Association Rights**

Association representatives employed by the City of Taft shall be entitled to devote a reasonable amount of time to Association business without loss of pay.

For the purposes of this Article, however, a reasonable amount of time shall not exceed one hour during any seven consecutive day work cycle provided, however, that the one hour time limit shall not apply to hours spent negotiating an MOU and/or reopeners during interim years of the agreement. Provisions of this Article shall be applicable to four representatives of the bargaining unit, said representatives to be designated by the Association in writing.

Association representatives leaving an assigned work station to conduct Association business may do so only with permission of their immediate supervisor, which permission shall not be unreasonably denied.

The Association shall have the following rights in addition to the rights contained in any other portion of this agreement:

- A. The right to access at reasonable times areas in which the employees work.
- B. The right to review a represented employees' personnel, payroll or other benefit files when accompanied by the employee or on presentation of a written authorization signed and dated by the employee.
- C. A bulletin board (approximately six square feet) will be provided at each worksite upon which the Association may post only notices of recreational and social affairs, notices of meetings or elections and appointments and results of elections.

The posting of any other classes of notices or the distribution of any written or printed notices, cards, pamphlets or literature of any kind at City work stations or premises is prohibited without the prior permission of the City Manager or a designated representative, with the understanding that such permission shall not unreasonably be withheld.

- D. The City agrees that the Association may use employee mail boxes at the worksite to distribute Association communications, subject to provisions of Section C above.

### **Article 9 – Seniority/Layoff**

Refer to Personnel Policies and Procedures Manual, Section 116.

For purposes of layoff, Seniority shall be defined as the first day of service in the classification.

Bumping procedure would be provided for employees who have served in lesser positions in the City of Taft.

SEIU would be provided with at least 45 calendar days advance notification of the effective date of layoff affecting Unit C members.

## **Article 10 - Hours of Work**

Employees of the City of Taft shall be required to work five eight-hour days, or such other work schedules as may be determined by management to be in the best interest of the City, during each seven consecutive day work period. The work period shall start at 12.01 a.m. each Sunday and shall continue for 168 consecutive hours thereafter.

The City of Taft retains the right to schedule overtime hours at its discretion and agrees to compensate employees for overtime hours worked in accordance with the Fair Labor Standards Act of 1938 and its subsequent amendments and with provisions of this Agreement. Vacation and holiday time off shall be considered as time worked for the purpose of computing overtime.

In lieu of cash payment, upon request of the employee and approval of the appointing authority, an employee may accrue compensating time off at time and one-half. Cash payment at one and one-half times employee's base hourly salary shall automatically be paid for any compensating time which exceeds 60 hours, for any time which remains on the books at the close of the fiscal year (June 30), or for any hours on record immediately prior to promotion, demotion or termination of employment.

## **Article 11 - Work Schedules**

No work schedule shall be changed for the purpose of avoiding overtime; however, when it becomes necessary to change work schedules, employees shall be notified at least fourteen (14) calendar days in advance of said schedule change, except under declared emergency conditions when the work schedule may be changed without such notice.

## **Article 12 - Rest Periods**

Each employee shall be granted a rest period of fifteen minutes once during each four-hour period.

Rest periods shall be scheduled at the discretion of the employee's immediate supervisor in accordance with departmental workload and shall be taken in an area approved by the City of Taft.

## **Article 13 - Meal Periods**

Each employee shall be granted an uninterrupted meal period of either 30 or 60 minutes away from his/her work station depending on departmental custom. Each meal period shall be scheduled by the employee's immediate supervisor.

Should an employee wish to leave the premises or job site during the meal period, such employee shall be required to notify his immediate supervisor of his/her departure.

## **Article 14 - Employee Discipline**

The City of Taft may initiate appropriate corrective action for cause. Corrective action may consist of warnings, reprimands, disciplinary suspension or discharge and shall be applied only after full consideration of the seriousness of the offense.

All corrective suspensions and discharges administered under this provision shall be subject to appeal in accordance with the grievance and arbitration procedure contained in this Agreement.

Prior to commencement of any disciplinary meetings or administrative investigations, all employees shall be notified of their right to have a Union representative present with them during the disciplinary or administrative process.

## **Article 15 - Grievance Procedure**

### A. OBJECTIVES

To informally settle disagreements at the employee-supervisor level;

To provide, if necessary, an orderly procedure to handle the grievance through each level of Supervision;

To correct, if possible, the cause of the grievance to prevent future complaints;

To promote harmonious relations among employees and their supervisors;

To assure fair and equitable treatment of all employees;

To resolve grievances at the departmental level before appeal to higher levels.

### B. DEFINITIONS The following terms, as used in the Article, shall have the following meaning:

1. Grievance: A complaint by a non-probationary employee, alleging a violation of the discipline.
2. Day: Calendar day, exclusive of Saturday, Sunday and City holidays.
3. Employee: Any non-probationary employee of the City of Taft.
4. Immediate Supervisor: The person who assigns, reviews, or directs the work of an employee.
5. Superior: The person to whom an immediate supervisor reports.
6. Representative: A person who appears on behalf of the employee.
7. Department Head/Appointing Authority: The officer or employee having charge of the administration of a department of the City of Taft.

C. TIME LIMITS

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the employee to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered resolved. Failure of the City to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

D. THE PARTIES RIGHTS AND RESTRICTIONS

1. An employee may have a representative present at all steps of the grievance procedure.
2. Reasonable time in processing a grievance will be allowed during regular working hours.
3. Only a person selected by the employee from within a recognized employee organization (union steward or union representative), and made known to management prior to a scheduled grievance meeting, shall have the right to represent or advocate as an employee's representative.
4. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the City.
5. Grievances of an identical nature concerning the same subject matter, may be consolidated.

E. INFORMAL GRIEVANCE DISPOSITION

1. Within twenty (20) days from the occurrence of the issue that gave rise to the complaint, or within twenty (20) days from the employee's knowledge of the occurrence, an employee will promptly and informally meet to discuss the complaint with his immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may informally discuss the complaint with the next higher level of supervision provided prior notification is given the immediate supervisor by the employee. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the employee within five (5) days of the meeting, either verbally or in writing, or if the employee is not satisfied with the decision, the employee may utilize the formal grievance procedure.

F. FORMAL GRIEVANCE PROCEDURE

- Step 1. The grievance form and any supporting documents shall be delivered to the supervisor with whom the informal meeting was held, no later than five (5) days from receipt of the supervisor's informal response or within ten (10) days from the close of the informal meeting if no

decision is rendered. The formal grievance procedure shall be initiated by the employee, stating the nature of the grievance, the alleged violation by section or number, if any, and the desired solution, in writing on the grievance form, together with any supporting documents attached to the grievance form.

The supervisor shall hold a formal meeting with the employee within five (5) days of the receipt of the formal grievance to review the facts, gather all supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure.

The supervisor will issue a written decision on the grievance within five (5) days of the close of the formal meeting.

Step 2.

If the employee feels the immediate supervisor has not resolved the grievance, the employee may appeal to the next higher level of supervision. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal and made known to both parties. The person occupying the next higher level of supervision (identified by the department), together with the department head, shall hold a formal meeting with the employee and his representative, if requested, within ten (10) days from the date of the appeal receipt, and attempt to settle the grievance.

A decision shall be made in writing on the original grievance to the employee by the department head within ten (10) days from the close of the formal meeting.

Step 3.

If the employee is not satisfied with the decision of the department head, he may appeal the decision to the City Manager within five (5) days from receipt of the department head's decision.

The City Manager will review the original grievance, all supporting documents, the department head's response, the remedy requested, and issue a written decision within fifteen (15) days of receipt of the grievance.

If the employee is not satisfied with the decision of the City Manager, the employee may submit the grievance to arbitration by written request to the City Manager within five (5) days. Within five (5) days of receipt of the grievant's request, the City Manager shall set a date for a meeting to:

- 1) Attempt to settle the grievance.
- 2) Agree to any stipulations.
- 3) Agree upon the issue statement.
- 4) Select an impartial arbitrator.

G. SELECTION OF THE ARBITRATOR

If the parties fail to agree on an arbitrator, a list of five (5) neutrals will be jointly requested from either the Federal Mediation Service, the State Mediation and Conciliation Service, or the American Arbitrator's Association. The agency will be mutually selected.

The parties shall select a neutral by alternatively striking a name from the list with the remaining name being the selected neutral. Should both parties agree that the first list submitted is unsatisfactory, the parties may request a second list.

The arbitration procedure will be informal and private. The arbitration procedure shall not be bound by any of the rules of evidence governing trial procedure in State courts.

The arbitrator will not have the power to add to, subtract from, or otherwise modify the provisions of any MOU, Rules, Regulations, or Ordinances of the City of Taft.

The arbitrator will confine himself or herself to the issue submitted.

The arbitrator's decision will be advisory to the City Council. The Arbitrator's decision shall be final if not overturned within thirty (30) days by the City Council.

The cost of the arbitrator shall be borne equally between the City and the grievant. Any costs associated with witness fees, transcriptions, or special counsel shall be borne by the requesting party.

The arbitrator shall be requested to submit his or her decision within thirty (30) days from the close of the hearing.

It is understood that the Grievance and Arbitration Procedure as outlined above will be incorporated in the City of Taft Personnel Rules and Regulations, and supersedes the existing language in the Rules and Regulations.

**Article 16 - Holidays**

Full-time employees of the City of Taft shall be entitled to receive all paid holidays observed by the City during the calendar year. Part-time employees shall receive pro-rata pay for any holiday observed by the City which falls on the employee's regularly scheduled work day.

Holidays observed by the City shall include:

New Year's Day	January 1
Lincoln's Birthday	February 12
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 after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Holidays occurring on Saturday shall be observed on the Friday immediately preceding the holiday; those occurring on Sunday shall be observed on the following Monday (with the exception of the Eves which will be observed as noted below).

When Christmas or New Years falls on Sunday or Monday, the Eves will be celebrated on the preceding Friday. When Christmas or New Years falls on Saturday, the Eves will be celebrated on Thursday.

Effective with the 2012/2013 fiscal year, one (1) Floating Holiday shall be available. The Floating Holiday would be taken on an individual employee basis and would be scheduled with the approval of the Department Head and could not accumulate from year to year.

## **Article 17 - Vacation**

Full-time and eligible part-time employees of the City of Taft shall be entitled to paid annual vacation based upon length of credited service with the City.

Vacation shall be accrued in the year immediately following an individual's date of employment and shall become due on the employee's first year of service anniversary and on each service anniversary thereafter provided such anniversary marks a year of continuous credited service

Employees may use vacation entitlement as it is earned provided that only the amount of vacation entitlement accrued, prior to the time vacation is scheduled, is approved and granted.

Vacation schedules shall be subject to approval by the department head.

### Vacation Accrual

Permanent full-time employees shall accrue vacation benefits at the rate of 3.0769 hours per payroll period, or 80 hours per year during the first four years continuous service. (10 days)

Permanent full-time employees shall accrue vacation benefits at the rate of 4.615 hours per payroll period, or 120 hours per year starting at the beginning of the fifth year of service through the ninth year of continuous service. (15 days)

Permanent full-time employees shall accrue vacation benefits at the rate of 6.1538 hours per payroll period, or 160 hours per year starting at the beginning of the tenth year of service through the nineteenth year of continuous service. (20 days)

Permanent full-time employees shall accrue vacation benefits at the rate of 7.69 hours per payroll period, or 200 hours per year starting at the beginning of the twentieth year of continuous service. (25 days)

Vacation accrual shall be limited to an amount equal to twice the employee's annual vacation benefit as noted above after which further accrual will cease.

The City Council of the City of Taft does hereby reserve the right to pay an employee for vacation accruals in excess of the maximum accrual defined herein when, for the convenience of the City and in the determination of the City Council, the employee cannot reasonably be granted time away from the normal work assignment.

#### Vacation Scheduling and Payment

Vacations shall be scheduled by the employee's immediate supervisor in a manner which will insure adequate departmental staffing at all times.

Should employee vacation requests conflict with staffing requirements, supervisors shall arrange a mutually acceptable vacation schedule based on length of employee service and the order in which employee vacation requests were submitted.

Vacation schedules shall be subject to approval of the department head.

Should a City approved holiday fall during an employee's scheduled vacation, the vacation period should be increased proportionately. If not taken during the scheduled vacation, the proportionate increase shall be granted at a time approved by the employee's immediate supervisor.

Vacation pay shall be computed on an employee's base salary exclusive of premium payments.

Employees leaving the active payroll will be paid for unused vacation accrued during their tenure with the City of Taft.

Accrued vacation benefits shall be paid to the heirs or to the estate of an employee whose death occurs while actively employed by the City of Taft.

#### Part-time Employees

Permanent part-time employees of the City of Taft hired to work less than forty (40) hours per week but twenty (20) hours or more per week shall accrue vacation benefits on a pro-rata basis.

Temporary and permanent part-time employees hired to work less than twenty (20) hour per week shall not be eligible for vacation benefits.

#### **Article 18 - Sick Leave**

Full-time and eligible part-time employees of the City of Taft, including employees in the probationary period, shall be entitled to annual sick leave with pay.

Sick leave shall not be considered a right which an employee may use at his/her discretion, but shall be allowed only in case of necessity.

Sick leave with pay shall begin accruing immediately following an individual's date of employment and may be taken at any time thereafter.

In no event, however, shall an employee be entitled to receive sick leave with pay in excess of the number of sick leave hours accrued at the time of illness.

Employees who have exhausted sick leave accrual and who are unable to work due to illness or injury will be placed in a vacation status for the duration of the employee's accrued vacation benefit, if any.

Employees taken ill during a scheduled vacation period shall not be permitted to reschedule vacation to utilize accumulated sick leave without approval of the City Manager. Approval, however, may be granted only when the employee presents a doctor's certification verifying an illness or injury or for reasons of acute bereavement supported by written evidence.

The City of Taft suggests that employees use accumulated sick leave in a judicious manner so that they will be entitled to sick leave with pay in the event of major illness. Employees abusing the sick leave benefit shall be subject to disciplinary action.

### Sick Leave Accrual

Full-time employees assigned to a regular eight (8) hour duty shift shall accrue sick leave at the rate of 3.6923 hours per payroll period or one (1) working day for each full month of employment.

Sick leave credit may be accumulated to a maximum of 720 hours, at which time further accrual will cease.

Sick leave accrual in excess of the maximum accrual at the signing of this agreement, shall be treated in the following manner: Hours in excess of the maximum 720 hour accrual shall be converted to a dollar amount at the employees current base hourly rate and placed in a bank in the employees name. If the employee has a major illness that requires the employee to utilize all of his/her sick leave accrual, that employee will be allowed to utilize his/her bank. At the time of use, the bank will be converted back to hours at the employees current hourly rate. Upon retirement, the bank will be converted to hours at the employees current hourly rate and reported to PERS as additional service credit.

Permanent part-time employees of the City of Taft hired to work less than forty (40) hours per week, but twenty (20) hours or more per week, shall accrue sick leave benefits on a pro-rata basis.

Temporary employees and permanent part-time employees hired to work less than twenty (20) hours per week shall not be eligible for sick leave benefits.

Sick leave accruals shall be credited only at the conclusion of each payroll period.

### Use

Employees may use sick leave accruals for a personal illness or injury which incapacitates the employee for duty.

An employee who is personally undergoing medical, dental, or optical treatment or examination may use sick leave accruals for required time away from work provided such treatment is not the result of an occupationally related illness or injury.

Employees compelled to be absent for reason of severe illness or injury of an immediate family member, may use sick leave accruals. For this purpose, however, immediate family is defined as spouse, parent, or dependent children residing with the employee. An employee may utilize sick leave time to care for individuals outside of the immediate family subject to prior approval of the City Manager.

An employee quarantined by appropriate authority may use sick leave accrual for the duration of the quarantine period.

Sick leave accruals may be used when an employee is required to care for or attend an immediate family member suffering from contagious disease or when the presence of an employee at his work station would jeopardize the health of others due to exposure to a contagious disease.

### Requesting Sick Leave

Employees who are absent in accordance with the sick leave policy shall notify their immediate supervisor of such absence no later than one hour following the beginning of their regularly assigned shift. Departmental policy may be more restrictive.

In the event sick leave exceeds one regularly scheduled work day, the employee shall advise his immediate supervisor of the anticipated date of return.

An employee who is on sick leave for three (3) days or more may be required to obtain a doctor's work release which shall be presented to his/her supervisor upon return to work.

An employee's immediate supervisor may place the employee in a sick leave status if, in the opinion of the supervisor, the employee's continued presence at the work station would jeopardize the health, safety or welfare of the employee, other employees, or the City of Taft and its citizens.

### Return from Sick Leave

The City of Taft may require an employee who has been on sick leave to satisfactorily complete a physical examination by a City retained physician at the City's expense. Refusal to comply shall constitute sufficient cause for waiver of sick leave, suspension, demotion, or dismissal of the employee from City service.

Employees who have been on sick leave may be required to satisfactorily complete a physical examination administered by the City retained physician if the employee's immediate supervisor believes the City is being exposed to workers' compensation liability, that the health, safety and welfare of the employee or of the City and its employees are being jeopardized, or that the employee is abusing the sick leave benefit.

## Occupational Illness or Injury

The California Workers' Compensation law is designed to compensate employees for lost time occurring as a result of occupationally related illness or injury. In such cases, the law requires a three calendar day waiting period before benefits become payable. It is the policy of the City of Taft to permit use of sick leave accruals during any period of industrial disability unless otherwise prohibited by this Memorandum of Agreement.

An employee shall be entitled to receive proportional sick leave pay during any absence caused by an occupational injury unless otherwise prohibited by this Memorandum of Agreement.

For purposes of this policy, proportional sick leave shall be defined as that amount of accrued sick leave necessary to provide the employee with forty (40) hours pay during a seven-consecutive day work period.

Proportional sick leave shall be computed by dividing the workers' compensation benefits to which the employee is entitled by the employee's base hourly salary to establish the number of hours for which the employee has been compensated at regular base hourly rate during the seven-consecutive day work period.

In no event, shall an employee's use of sick leave during an industrial disability exceed forty hours less the number of hours of industrial disability benefits as computed above.

Payment of workers' compensation benefits shall be made directly to the employee.

## Payment for Unused Sick Leave

Upon normal service retirement from the City of Taft, the retiring employee shall be paid a lump sum of money not to exceed 50% of accrued sick leave. Additionally, said payment shall not exceed payment of forty-five (45) working days. Such accruals shall be liquidated in cash in the payroll period immediately following the effective date of retirement.

## **Article 19 - Bereavement Leave**

Employees may, with approval by the appointing authority, take up to three days of bereavement leave not chargeable against the employee's sick leave, to attend the funeral or memorial service of a member of their immediate family. For this purpose, however, immediate family is defined as father, mother, son, daughter, brother, sister, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-son, step daughter.

## **Article 20 - Military Leave**

Military leave shall be granted in accordance with the provision of the Military and Veterans Code of the State of California.

## **Article 21 - Jury Duty**

The City of Taft shall grant employees a jury duty leave of absence for the duration of the employee's jury duty assignment.

Jury Duty is defined as the duty requested by any legally constituted court or governmental unit of municipal, county, state or federal jurisdiction and includes active participation as a juror, those instances in which an employee is summoned for examination as a possible jury member and instances in which an employee is called as a witness in action not involving the employee himself.

During a jury duty leave of absence, employees shall be entitled to full salary excluding differential payments less jury duty compensation received from the applicable court or governmental unit.

Employees shall be granted sufficient time for preparation (i.e., dress, etc.) and travel.

The City of Taft reserves the right to request dismissal of any jury duty summons should it believe that the employee's services are necessary to the welfare of the City.

## **Article 22 – Salaries / Bilingual Pay**

Attached as Exhibit "B" to this Agreement is the salary schedule applicable to Unit C employees during the term of this Agreement.

Bilingual pay will be provided for those employees designated by the City who are Certified with a Certificate of Fluency an amount of \$25.00 per month.

## **Article 23 - Supervision of Inmates**

Upon completion of the required training, bargaining unit employees may be assigned to supervise Community Correctional Facility inmates. If an employee is specifically assigned to supervise Community Correctional Facility inmates, said employee shall receive an amount equal to 5% of such employee's salary for each eight-hour day during which he/she is assigned to supervise such inmates. The 5% shall not be applied to any overtime worked that day. Such compensation shall be considered premium pay and not an increase of base salary, and shall only be paid after specific authorization of the Department Head.

## **Article 24 - Higher Classification Pay**

In the event an employee is assigned to perform duties of a job classification higher than the classification to which the employee is normally assigned for a cumulative total in excess of 40 hours in a fourteen consecutive day payroll period, such employee shall be paid at the A step of the higher classification for all hours worked in such classification.

Should an employee's current salary exceed the A step of the higher classification, he shall be paid at that step which represents a 5% increase over his current base salary.

It is agreed, however, that no employee shall perform work in a higher job classification unless specifically directed to do so by the head of the department to which the employee is normally assigned or by the formally designated representative of such department head.

### **Article 25 - Holiday Pay**

When an employee other than a Dispatcher is requested to work on one of the City observed holidays, he/she shall be paid for the holiday at straight time base rate of pay, in addition to one and one-half his/her base rate of pay for all time worked.

### **Article 26 - Standby Compensation**

An employee required by the City to be on stand-by duty shall receive ten dollars (\$10.00) for each eight (8) hours on assigned stand-by. Stand-by pay shall be in addition to any pay resulting from a call-back. Stand-by pay will not be paid unless an employee is specifically assigned to stand-by duty by the department head or his/her designee. While assigned to stand-by duty, employees shall remain within a 10-mile radius of City Hall.

### **Article 27 - Call Back Pay**

In the event an employee is required to report to work prior to commencement of the employee's next regularly scheduled work shift, the employee will receive a minimum of two hours compensation at one and one-half times the employee's base hourly rate.

For purposes of this Article, the definition of "day" and "work period", as noted in Article 10, shall be applicable.

### **Article 28 - Uniform Allowance**

Required uniforms shall be worn in a neat and orderly fashion. Employees shall wear the required uniform unless specific prior approval is obtained from the supervisor.

The City of Taft shall establish an annual allowance of \$450 for the Community Services Officer and the Code Enforcement Officer.

For employees in the Unit utilizing the Uniform Service (Public Works), this service would be terminated and employees would be provided ten (10) shirts with City logo and employee's name. Five would be long sleeve and five would be tees. In addition, each designated employee would be provided with a yearly allowance of \$400 for the purchase of approved pants and an approved pair of footwear that would be required to be worn on the job.

For employees working in Transit, a Uniform Allowance of \$200.00 per year would be provided for appropriate footwear and the purchase of approved slacks or jeans.

In all cases, ½ would be paid in July and ½ paid in January for the first year with the full amount being paid July 2013 and beyond.

The City shall provide required patches and rockers for the Community Services Officer. The City agrees to reimburse existing employees for major uniform changes mandated by the City.

## **Article 29 - Industrial Injury Supplemental Pay**

To ensure that employees suffering from industrial injury or illness receive full salary during the three-day waiting period, the City of Taft provides an Industrial Injury Supplemental Wage Benefit program for designated high-risk employees.

Employees shall be entitled to an Industrial Injury Wage Supplemental Benefit during the first three days of an occupationally related illness or injury provided that such injury or illness results in time lost from regularly scheduled working hours.

Industrial Injury Supplemental Wage Benefits shall begin on the day following the date of occupational injury or illness and shall continue until the injured employee is eligible for Worker's Compensation benefits or returns to active employment. In no event, however, shall Industrial Injury Supplemental Wage Benefits continue past the end of the third day following the occurrence of occupationally related illness or injury.

Industrial Injury Supplemental Wage Benefits shall be payable only on an employee's regularly scheduled working day and may be used only during periods of occupationally related illness or injury not compensated under the California Workman's Compensation Law.

Under no circumstances shall Industrial Injury Supplemental Wage Benefits be used to provide an employee with higher compensation than said employee would receive had the employee worked all regularly scheduled hours during the week in which Industrial Injury Supplemental Wage Benefits are payable.

In granting Industrial Injury Supplemental Wage Benefits, the City of Taft may require medical documentation of occupationally related illness or injury at its discretion. Such documentation shall consist of a statement signed by a licensed physician describing the nature of an employee's occupationally related illness or injury and the anticipated time of the individual's return to active duty.

All employees shall be entitled to full compensation for the regularly scheduled work day on which an occupationally related injury or illness occurs. Such compensation shall not be charged to the Industrial Injury Supplemental Wage Benefit.

At the end of the three-day period, employees may continue to receive their full net salary by using accumulated leave benefits (sick, vacation, ATO). While using accumulated leave benefits, employees shall continue to accumulate sick leave and vacation benefits, and shall continue to receive health and life insurance benefits in the same manner as if the employee worked all regularly scheduled hours during the payroll period.

In order to receive full net salary, the employee shall provide the City Finance Department with a copy of the temporary disability benefit check issued by the City's workers' compensation representative. In return, the City will issue a payroll check proportional to the difference between the temporary disability benefit check and the employees full salary less any applicable taxes and other payroll deductions.

For purposes of this article, proportional benefit shall be defined as the amount necessary to provide the employee with forty (40) hours pay during a seven-consecutive day work period.

Proportional leave shall be computed by dividing the workers' compensation benefits to which an employee is entitled by the employee's base hourly salary to establish the number of hours for which the employee has been compensated at regular base hourly rate during the seven-consecutive day work period.

Upon depletion of leave benefits, employees will receive temporary disability benefits from the City's Workers' Compensation representative. At that time the employee will be required to pay for health and life insurance premiums if continuation in City plans is desired. The employee will be considered on an unpaid status and will not continue to accumulate sick leave and vacation benefits.

### **Article 30 - Life Insurance**

Permanent full-time employees of the City of Taft shall be entitled to participate in the City's group life insurance program upon completion of thirty days continuous service.

Should an employee elect to participate in the group life insurance program, the City shall bear the total cost of such insurance for the individual employee.

Employees, however, may not secure group life insurance benefits for dependents upon this program.

Group life insurance benefits shall be \$25,000 for each participating employee.

The City's group life insurance program also provides employee benefits in the event of accidental death or dismemberment subject to conditions outlined in the City's group life insurance policy.

### **Article 31 - Health Insurance**

Effective September 1, 2012 the City will pay 100% of the GEMCare rate for Employee and Employee Dependent. Employees who select Kaiser will pay the difference between the GEMCare rate and the Kaiser rate.

An opt-out option of \$200 a month will be paid to employees who are covered under a spouse's insurance and waive coverage with the City of Taft.

Employees have been offered the option of a new Dental HMO Plan with an open enrollment in March 2012, and such election shall remain in force until the rescheduling Dental Plans open enrollment in September 2013. The plan will be at employee expense as other dental plans.

### **Article 32 - Retirement Benefits**

The City of Taft shall maintain the existing contract with the Public Employees' Retirement System for the duration of this Agreement and shall extend contracted benefits to all eligible employees.

All permanent full-time employees of the City of Taft shall become members of the Public Employees' Retirement System on the first day of employment. The City will pay the seven percent (7%) contribution required to be paid by employees in the General Unit to the Public Employees' Retirement System. Such payments by the City shall be reported as normal contributions and shall be credited to said employees' accounts pursuant to Government Code Section 20615. This PERS pick-up is done in accordance with Section 414H(2) of the Internal Revenue Code.

Effective September 1, 2012, the amount of the Employee Share of PERS paid by the City of Taft shall be reduced from 7% to 0%. Employees shall be responsible for paying 7% of the Employee Share of PERS.

### **Article 33 - Mileage Reimbursement**

Upon ratification of this Agreement, the City of Taft shall reimburse employees who use their private automobiles for City business at the rate provided for by City Policy No. 406: EMPLOYEE TRAVEL EXPENSES.

### **Article 34 - Section 125 Program**

The City shall continue to offer a Premium-Only Section 125 Program whereby employee contributions towards health and dental insurance premiums will be paid not subject to Federal Income Tax, State Income Tax, or FICA. Employee participation in the program will be voluntary.

### **Article 35 - Required Physical Examinations**

The City shall provide physical examinations that are required by the Department of Motor Vehicles to renew drivers' licenses that are required by the City to operate City equipment. Employees will be required to utilize the City designated physician for said physical examination. If new equipment is obtained by the City that would require the employee to obtain a higher level of licensing to operate said equipment, the City agrees to pay for the initial license obtained from the Department of Motor Vehicles, but the employee shall be responsible for obtaining any renewal of said license.

### **Article 36 - Education Incentive**

Upon compliance with the procedures established by the City, employees will be reimbursed a maximum of \$500 per fiscal year for courses that are credited toward an Associates, Bachelors or Graduate Degree at an approved college or other job-related courses. Such reimbursement shall be for those expenses related to tuition or fees, textbooks, and parking and shall be subject to approval of by the Department Head.

## **Article 37 – Reopener**

The following Articles may be subject to contract reopening to meet and confer upon if either party submits written request to renegotiate to the other party prior to June 30, of each succeeding year:

Article 22 – Salaries

Article 32 - Retirement Benefits

Up to two (2) Articles Chosen by Each Party

## **Article 38 - Non-Discrimination**

It is agreed that both the City and the Association shall provide equal opportunity for all qualified persons; prohibit discrimination because of race, color, religion, sex, age or national origin and promote the full realization of equal opportunity through a positive and continuing program of affirmative action. It is further agreed that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against by either the City or the Association because of membership or non-membership in the Association.

## **Article 39 - Savings Clause**

It is agreed that in the event a court order renders any Article of this Agreement null and void, said ruling shall negate only the appropriate article and the balance of this Agreement shall stand as written and remain in full force and effect for the duration of said Agreement.

## **Article 40 - Full Agreement**

The City of Taft and SEIU Local 521 agree that this Agreement constitutes the entire contract between them governing wages, hours and conditions of employment of those employees in the bargaining unit during the term thereof and settles all demands and issues on all matters subject to meet and confer.

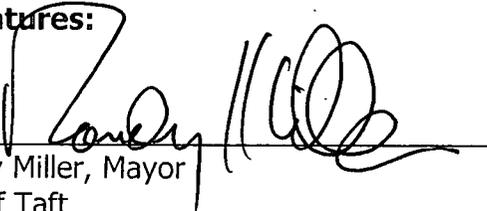
It is further agreed that nothing in this Agreement shall in any way diminish the rights of the employees, the City, or the Union as established by the Meyers-Milias-Brown Act of the State of California and all amendments thereto except as herein provided.

## **Article 41 - Term of Agreement**

This Agreement shall become effective upon ratification of the City Council and shall remain in full force and effect through June 30, 2015, and year to year thereafter unless either party submits written request to renegotiate this Agreement to the other party prior to March 1, of each year.

For the term of this agreement only, employees shall receive one (1) compensatory day off in each year of the MOU (2012-2013; 2013-2014; and 2014/2015). The compensatory day shall have no cash value and must be taken before other categories of paid time off, except sick leave. The day is subject to the same requirement of prior supervisory approval and scheduling as other time off requests (i.e. vacation).

**Signatures:**

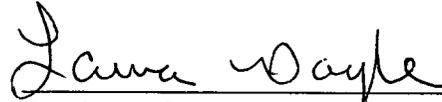
  
\_\_\_\_\_  
Randy Miller, Mayor  
City of Taft

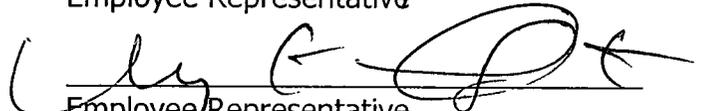
  
\_\_\_\_\_  
Arthur Valdivia, Internal Organizer  
Service Employees International Union  
Local 521

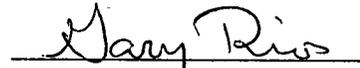
ATTEST:

  
\_\_\_\_\_  
~~Louise Hudgens, CMC--~~  
~~City Clerk~~  
Debra L. Elliott, Deputy City Clerk

June 7, 2012  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Employee Representative

  
\_\_\_\_\_  
Employee Representative

  
\_\_\_\_\_  
Employee Representative