

**MEMORANDUM OF AGREEMENT
CITY OF TAFT
AND
THE TAFT CORRECTIONAL OFFICERS ASSOCIATION
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO LOCAL 9110
2015 - 2017**

Article 1 - Introduction

This Agreement, made and entered into at Taft, California by and between the City of Taft and the Taft Correctional Officers Association/Communications Workers of America, AFL-CIO, Local 9110 (hereinafter referred to as the Union), is intended to define wages, hours and working conditions of those employees of the City of Taft designated as Unit A and represented by the International Brotherhood of Correctional Officers in accordance with provisions of the Meyers-Milias-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 Local and such ratification is certified by the I.B.C.O. and submitted to the City Clerk of the City of Taft.

Article 4 - Recognition

Section 4.01: The City of Taft does hereby recognize the Taft Correctional Officers Association/Communications Workers of America, AFL-CIO, Local 9110 as the recognized representative of those employees of the City of Taft designated as Correctional Officers (Taft Modified Community Correctional Facility) 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

Correctional Officer

Article 5 - Scope of Representation

The Union's scope of representation shall include all matters pertaining to wages, hours, disciplinary matters and other terms and conditions of employment in accordance with and that which is allowed under Federal, State and Local Laws.

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

Section 7.01: The Union 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 Union within fifteen (15) days of the deduction of such sums.

Section 7.02: The City shall deduct, upon receipt of a duly executed form, properly signed by a member of the bargaining unit, dues to the Union and shall submit a list of employees and the amount of dues deducted for each employee. The dues and list shall be sent to:

Taft Correctional Officers Association
Attn: Court Fimple
330 Commerce Way
Taft, CA 93268

Section 7.03: The Union 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.

Section 7.04: Any bargaining unit employee may join or maintain membership in the Union. The right to join the Union also includes the right to not join.

Any bargaining unit employee desiring to join, remain a member, or become independent of the Union shall be free to exercise his/her right without undue influence, coercion, intimidation, or pressure of any kind from any person.

Section 7.05: The Union shall indemnify and hold harmless against any claim made and any suit initiated against the City on account of Union deductions; and to refund to the City of Taft any amount paid to the Union in error upon presentation of supporting evidence.

Article 8 - Union Rights

Section 8.01: Official Time

- A. Union representatives employed by the City of Taft shall be entitled to devote a reasonable amount of time to Union business without loss of pay.
- B. For the purposes of this Article, however, a reasonable amount of time shall not normally exceed one (1) hour during any seven consecutive day work cycle provided, however, that the one (1) 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 two representatives of the bargaining unit, said representatives to be designated by the Union in writing.

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

Section 8.02: The Union 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 with the exception of the secured areas of the MCCF.
- B. The right to review a represented employee's 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 (6) square feet) will be provided at each work site upon which the Union may post only notices of recreational and social affairs, notices of meetings or elections and appointments and results of elections or Union benefits.
- D. 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.
- E. The City agrees that the Union may use employee mail boxes at the work site to distribute Union communications, subject to provisions of Section C & D above.

Article 9 - Employee Layoff

Refer to Personnel Policies and Procedures Manual Section 116.

Article 10 - Hours of Work

Section 10.01: Employees of the City of Taft shall be required to work five (5) 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.

Section 10.02: 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.

Section 10.03: 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.

Section 10.04: 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.

Section 10.05: Employees working on shifts that "day light savings" starts or ends will be compensated for all hours worked. Employees who are scheduled to work when the shift is shortened due to the time moving forward will be given the option to work seven (7) or eight (8) hours and will be paid for hours worked.

Section 10.06: An employee working in excess of a forty (40) hour work week and is required to work additional time within said work week shall be compensated at an overtime pay rate of one and one half (1 1/2) times their current rate of pay. Employee(s) working overtime shall have the option to deposit said overtime in a comp time bank in lieu of overtime pay.

Article 11 - Break Periods

Section 11.01: Rest Periods.

- A. Each employee shall be granted a paid rest period of fifteen minutes once during each four-hour period in accordance with Federal and State Fair Labor Standards Acts.
- B. 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.

Section 11.02: Meal Periods

Employees of this bargaining Unit enjoy a paid meal period and must therefore remain on the premises and subject to call during the meal period.

Article 12 - Employee Discipline

Section 12.01: The City of Taft may initiate appropriate corrective action for cause. Corrective action may consist of warnings either verbal or written, reprimands, disciplinary suspension or discharge and shall be applied only after full consideration of the seriousness of the offense.

Section 12.02: The City agrees to comply with the principles of progressive discipline, when and if appropriate.

Section 12.03: All corrective suspensions and discharges administered under this provision shall be subject to appeal in accordance with the grievance procedure contained in this Agreement.

Section 12:04 In the case of disciplinary action involving suspension, demotion, or discharge, the employee shall be given notice of the action to be taken, and the evidence upon which the action is based.

Article 13 - Grievance Procedure

Section 13.01: Objectives

- A. To swiftly resolve any disputes at the lowest level of supervision;
- B. To informally settle disagreements at the employee-supervisor level;
- C. To provide, if necessary, an orderly procedure to handle the grievance through each level of Supervision;
- D. To correct, if possible, the cause of the grievance to prevent future complaints;
- E. To promote harmonious relations among employees and their supervisors;
- F. To assure fair and equitable treatment of all employees;
- G. To resolve grievances at the departmental level before appeal to higher levels.

Section 13.02: Definitions - The following terms, as used in the Article, shall have the following meaning:

A. Grievance

1. Employee Grievance: A complaint by a non-probationary employee, alleging a violation of the MOU, Rules and Regulations or policies governing personnel practices, working conditions or discipline. This definition does not limit a promotional probationary employee from filing a grievance on policies governing personnel practices, working conditions or discipline except those policies or practices relating to the promotional probation.
2. Institutional Grievance: A complaint filed by the Union as a corporate entity alleging a violation of the MOU which adversely affects the Union as differentiated from any adverse impact upon an employee or group of employees represented by the Union.

B. Day: Calendar day, exclusive of Saturday, Sunday and City holidays.

- C. Employee: Any non-probationary employee of the City of Taft.
- D. Immediate Supervisor: The person who assigns, reviews, or directs the work of an employee.
- E. Superior: The person to whom an immediate supervisor reports.
- F. Representative: A person who appears on behalf of the employee.
- G. Department Head/Appointing Authority: The officer or employee having charge of the administration of a department of the City of Taft.

Section 13.03: Time Limits

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. Nothing in this article shall remove the responsibility for the responding party from responding to the grievance within the applicable time limits. 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.

Section 13.04: The Parties Rights and Restrictions

- A. An employee may have a representative present at all steps of the grievance procedure.
- B. Reasonable time in processing a grievance will be allowed during regular working hours.
- C. Only a person selected by the employee and made known to management prior to a scheduled grievance meeting, shall have the right to represent or advocate as an employee's representative.
- D. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the City.
- E. Grievances of an identical nature concerning the same subject matter, may be consolidated.

Section 13.05: The Procedure

- A. Informal Resolution: 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/her 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.

B. 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/Union, 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(s)/Union 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.

- A. If the employee(s)/Union feels the immediate supervisor has not resolved the grievance, the employee(s) 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(s) and his/her representative, if requested, within ten (10) days from the date of the appeal receipt, and attempt to settle the grievance.
- B. A decision shall be made in writing on the original grievance to the employee(s) by the department head within ten (10) days from the close of the formal meeting.

Step 3.

1. If the employee/Union is not satisfied with the decision of the department head, the decision may be appealed to the City Manager within five (5) days from receipt of the department head's decision.
2. The City Manager will review the original grievance, all supporting documents, the department head's response, and the remedy requested, and issue a written decision within fifteen (15) days of receipt of the grievance.
3. If the employee(s)/Union is not satisfied with the decision of the City Manager, the employee(s) may submit the grievance to non-binding grievance mediation 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 with the parties and mediator to:
 - a. Attempt to settle the grievance.
 - b. Agree to any stipulations.
 - c. Agree upon the issue statement.
4. It is understood that there is no cost borne by either party for grievance mediation. In the event of a change in policy by either State or Federal Mediation and Conciliation Service this issue will be reopened.
5. 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.
6. 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.
7. 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.
8. The arbitrator will confine himself or herself to the issue submitted.
9. 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.
10. The cost of the arbitrator shall be borne equally between the City and the Union. Any costs associated with witness fees, transcriptions, or special counsel shall be borne by the requesting party.

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

C. Final Resolution

In the event that the employee(s)/Union are not satisfied with the resolution as a result of Step 3, the matter may be referred to Superior Court, County of Kern for final resolution.

Article 14 - Holidays

Section 14.01: Full-time employees of the City of Taft shall be entitled to receive all paid holidays observed by the City during the calendar year.

Section 14.02: 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	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Section 14.03: Celebration Days

- A. 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 shall be observed as noted below).
- B. When Christmas or New Years Day 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.

Section 14.04: Holiday Pay

Holiday pay for Community Correctional Facility Custodial Employees shall be compensated monthly at the employee's normal hourly rate equal to one holiday (8 hours) per month. This compensation shall be in lieu of holiday pay at one and one-half his/her base rate of pay for all time worked.

Article 15 - Vacation

Section 15.01: Eligibility

- A. Full-time employees of the City of Taft shall be entitled to paid annual vacation based upon length of credited service with the City.
 - B. 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.
 - C. 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.
 - D. Vacation schedules shall be subject to approval by the department head. Section 15.02: Vacation Accrual
- A. 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.
 - B. 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.
 - C. 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.
 - D. 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.

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.

Employees covered by this agreement who were laid off from the CCF due to the closure of the facility in 2011 and returned to re-open the facility will accrue vacation leave at the same rate that they were accruing at the time of layoff based on service with the City of Taft. This accrual rate shall become effective moving forward from the date of ratification of this agreement and not be retroactive.

Section 15.03: Vacation Scheduling and Payment

- A. Vacations shall be scheduled by the employee's immediate supervisor in a manner which will insure adequate departmental staffing at all times.
- B. 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.
- C. Vacation schedules shall be subject to approval of the department head.
- D. Vacation pay shall be computed on an employee's base salary exclusive of premium payments.
- E. Employees leaving the active payroll will be paid for unused vacation accrued during their tenure with the City of Taft.
- F. 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.

Article 16 - Sick Leave

Section 16.01: Eligibility

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

Section 16.02: General

- A. 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, in accordance with Federal and State Family Medical Leave Acts.
- B. Sick leave with pay shall begin accruing immediately following an individual's date of employment and may be taken at any time thereafter.
- C. 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.
- D. 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.
- E. 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.

- F. 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.

Section 16.03: Sick Leave Accrual

- A. 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.
- B. Sick leave credit may be accumulated to a maximum of 720 hours, at which time further accrual will cease.
- C. Sick leave accruals shall be credited only at the conclusion of each payroll period.

Section 16.04: Use

- A. Employees may use sick leave accruals for a personal illness or injury which incapacitates the employee for duty.
- B. 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.
- C. Pursuant to Labor Code Section 233, employees compelled to be absent to attend an illness of an immediate family member of the employee, as defined in Labor Code Section 233, may use sick leave accruals. The maximum amount of accrual allowed to be utilized for this purpose, is equal to the sick leave that would be accrued during six months in a calendar year. An employee may utilize sick leave time to care for individuals outside of the immediate family subject to prior approval of the City Manager.
- D. Sick leave accruals may be used when the presence of an employee at his work station would jeopardize the health of others due to exposure to a contagious disease.

Section 16.05: Requesting Sick Leave

- A. Employees who are absent in accordance with the sick leave policy shall notify their immediate supervisor of such absence no later than one hour prior to the beginning of their regularly assigned shift except in sudden illness or emergency at which time notification must be made as soon as possible. Departmental policy may be more restrictive.

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

Section 16.06: Return from Sick Leave

- A. The City of Taft may require an employee who has been on sick leave to satisfactorily complete a physical examination that is related to the injury or illness 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.
- B. 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.

Section 16.07: Occupational Illness or Injury

- A. 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.
- B. 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.
- C. 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.
- D. 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.

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

Section 16.08: 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 17 - Leaves of Absence

Section 17.01: Bereavement Leave

Employees may, with approval by the appointing authority, take up to three (3) 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.

Section 17.02: Military Leave

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

Section 17.03: Jury Duty

Jury duty leave of absence shall be in accordance with City of Taft Police Department Policies and Procedures Section 100-8 as issued on December 1, 1998.

Article 18 - Salaries

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

Article 19 - Higher Classification Pay

- A. 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.

- B. 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.
- C. 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 20 - 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.

Article 21 - Uniform Allowance

- A. 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.
- B. Effective July 1, 2015, the City of Taft shall establish an annual allowance of \$800 for Modified Community Correctional Facility Officers within the bargaining unit. Uniform allowance shall be paid in one lump sum on the first pay period following July 1 of each year. New employees shall receive a prorated amount for their initial uniform allowance determined by the remaining months left in fiscal year. Upon separation of employment, an employee will not be required to reimburse the City of Taft for any uniform allowance received.
- C. The City shall provide required patches for Community Correctional Facility Custodial Employees designated as Unit A. The City agrees to reimburse existing employees for major uniform changes mandated by the City.
- D. For information only the Department Policy regarding Uniforms is attached as exhibit.

Article 22 - Industrial Injury Supplemental Pay

- A. 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.
- B. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. 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 23 - Enhanced Industrial Disability Leave - Correctional Officer

A correctional officer who loses the ability to work as a result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing industrial disability leave benefits outlined above. In order to qualify for a financial augmentation, the injury must have been directly and proximately caused by an assault by an inmate or inmates.

The Enhanced Industrial Disability Leave (EIDL) will be equivalent to the employee's net take home salary on the date of occurrence of the injury.

EIDL eligibility and benefits may continue for no longer than one year after the date of the occurrence of injury.

During such period, employees shall continue to accumulate sick leave and vacation benefits, and will be entitled to receive health and life insurance benefits in the same proportion as if the employee worked all regularly scheduled hours during the payroll period.

Payment of EIDL benefits shall fall under the same provisions as in the Wage Supplement portion of this policy.

EIDL will apply only to physical injuries and any complications directly related medically and attributable to assault by an inmate or inmates as determined by the City Manager. This benefit shall not be applied to stress-related disabilities.

The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL shall rest with the City Manager. The City may periodically review the employee's condition to determine an employee's continued eligibility for EIDL.

EIDL is not subject to the Grievance and Arbitration Procedure outlined in Article 13.

Article 24 - Life Insurance

- A. 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.
- B. 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.
- C. Employees, however, may not secure group life insurance benefits for dependents upon this program.
- D. Group life insurance benefits shall be \$25,000 for each participating employee.
- E. 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 25 - Health Insurance

During the term of this agreement, City agrees to pay 100% toward health coverage for employees and agrees to pay 75% of the cost of dependent health coverage for either the HMO or Kaiser Health Plans

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

Article 26 - Retirement Benefits

- A. 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.
- B. 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 Employee will pay the employee's share required to be paid by employees in the bargaining Unit to the Public Employees' Retirement System in accordance with PEPRA.

Article 27 - 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 28 - 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 29 - 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 30 - 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 31 - Non-Discrimination

It is agreed that both the City and the Union 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 Union because of membership or non-membership in the Union.

Article 32 - 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 33 - Full Agreement

The City of Taft and the Union 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 34 – Supplemental Pay

The City agrees to make a supplemental pay in the amount of seven percent (7%) of the employees annual base salary at the time the payment is made as reflected on the City-wide salary schedule to all regular employees covered by this MOU who have been continuously employed with the City of Taft prior to September 2012. Payment in the aforementioned amount will be made to employees on Friday, January 8, 2016 and again on Friday, July 8, 2016.

The City agrees to make a supplemental pay in the amount of three percent (3%) of the employees annual base salary at the time payment is made as reflected on the City-wide salary schedule to all Regular employees covered by this MOU who have been continuously employed with the City of Taft for a least one (1) year prior and have completed probation (as of the date of ratification of this agreement). Payment in the aforementioned amount will be made to employees on Friday, January 8, 2016 and again on Friday, July 8, 2016.

Current employees covered under this agreement who do not meet the eligibility requirements listed above as of the date of ratification of this agreement will receive a one-time supplemental pay in the amount of one percent (1%) of the employees annual base salary at the time payment is made as reflected on the City-wide salary schedule upon completion of one (1) year of service and successfully passing probation.

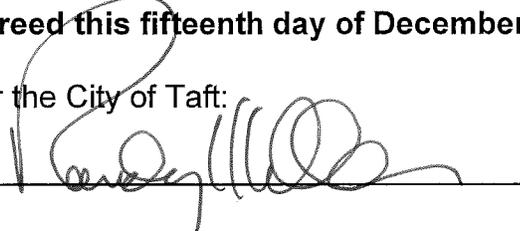
This above payments will be issued as a separate check. Deductions will be made for any mandated withholdings.

Article 35 - Term of Agreement

This Agreement shall become effective upon ratification of the City Council and the Union and shall remain in full force and effect through June 30, 2017, and year to year thereafter unless either party submits written request to renegotiate this Agreement to the other party prior to March 1st of the final year of the Agreement.

Agreed this fifteenth day of December, 2015:

For the City of Taft:



For the Union:

