AGREEMENT NO. 2021-056

Memorandum of Understanding

Between

The City of Wasco

And

SEIU, Local 521

July 1, 2021 thru June 30, 2024
Section 1.

PREAMBLE

The Memorandum of Understanding is entered into by the City of Wasco, hereinafter referred to as the "City of Wasco" or "City"; and SEIU, Local 521, AFL-CIO, hereinafter referred to as the "Union", pursuant to the Meyers-Millas-Brown Act, Government Code Section 3500-3510. It has as its purpose of harmonious relations between the City of Wasco, its employees and the Union; the strengthening of the merit system; the establishment of an equitable and peaceful establishment of rates of pay, hours of work and other terms and conditions of employment of all City Employees; excluding management, mid-management, confidential and safety personnel, who hereby constitute the bargaining unit.

TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be for a period of three years commencing July 1, 2021 and expiring June 30, 2024.

Section 2.

RECOGNITION

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

Section 3.

DEFINITIONS

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

Section 4.

RENEWAL

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

The City of Wasco and the Union agree that this Memorandum of Understanding shall not be binding
upon the parties either in whole, or in part, unless and until ratified by Local 521 Membership and formally approved by a majority vote of the City Council. This Memorandum of Understanding shall remain in full force and effect from July 1, 2021 through June 30, 2024. Either party may serve written notice to meet and confer concerning possible changes in the provision of this Memorandum of Understanding. Such notice shall be submitted in writing at least sixty days prior to the termination date of this Memorandum of Understanding. It is the intent of the parties to conduct negotiations in such a manner as to reach a new Memorandum of Understanding on or before the termination date of this Memorandum of Understanding. The Union agrees to provide its initial proposal at the first negotiating session.

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

Section 5.

UNION REPRESENTATION RIGHTS

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

Union and their officially designated representatives will have the first 5-working days from the date an eligible new hire(s) begins employment with the City to provide a maximum of thirty (30) minutes to make a presentation to all new employees. Reasonable access will be provided to officers of Union and their officially designated representatives to meet with employee at their work locations for processing membership or contacting members of the City concerning business within the scope of representation. The Union shall identify in writing a point of contact that shall be responsible for receiving a copy of the all staff email which identifies the department, position and a photo of the new eligible employee. Information shall be provided via email by the City Human Resources Department to the Chief Shop Steward or their appointed designee on the new hire’s first day. The Union reserves the right to distribute materials (e.g. the MOU, a membership / COPE application, a list of stewards) at the new employee orientation. The City shall approve release time to the Chief Shop Steward or their appointed designee who will be conducting the Union presentation. The Union agrees to give the City copies of materials to be used in the session, which shall include, but not limited to, this Agreement, a Union membership application, a list of shop stewards prepared by the Union showing their departments and/or work areas and telephone numbers. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

Section 6.

GRIEVANCE

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

Section 7.

UNION BARGAINING COMMITTEE

The Bargaining Committee of the Union will include a maximum of four (4) members, including Union staff members.
There will be no discrimination against an employee because of his duties as a union official, representatives, steward or committee member.

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

Section 8.

NON-DISCRIMINATION

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

Section 9.

HEALTH AND SAFETY

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

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

Section 10.

HEALTH CARE

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

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

WAIVER OF MEDICAL INSURANCE

Full Time employees who are enrolled in an alternate insurance plan may waive (relinquish) enrollment in the City of Wasco Health Insurance Plan by providing proof of comparable coverage and receive a $100 per month stipend. The City shall pay the waiver of insurance stipend to employees who decline participation in the City’s medical, vision, and dental insurance plan. The stipend is to be paid $50.00 per pay period for the first two pay periods of the month. Proof of other insurance coverage is required. Retired employees are excluded.
Section 11.

WAGES

1. Within one (1) bi-weekly payroll after ratification by both the City and the Union, all full-time employees currently covered by this bargaining agreement shall receive a one-time non-recurring, gross payment of $5,000. All part-time employees currently covered by this bargaining agreement shall receive a one-time non-recurring gross payment of $2,500.\(^1\)

2. In the bi-weekly payroll period in which June 30, 2022 is contained, all employees covered by this bargaining agreement shall receive a COLA increase of 3\% of employee’s base wages.

3. In the bi-weekly payroll period in which June 30, 2023 is contained, all employees covered by this bargaining agreement shall receive a COLA increase of 3\% of employee’s base wages.

The one-time payment will be subject to all applicable federal, state and local tax withholdings. The payment will not be included in wages for purpose of the computations of overtime, benefits or for any other purpose.

Supervisor Compensation

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

Bilingual Pay

1. Employees who have been designated by the City (Department) Directors, or an authorized representative, and regularly utilize bilingual skills in their position as a departmental translator for the City shall receive $28.50 per pay period for oral only communicators and $45.00 per pay period for oral and written communicators.

2. Employees shall be required to demonstrate fluency in the language and the language skill necessary for the job as set forth below.

3. Testing in the capacity of either “Oral Only Communication” or “Oral and Written Communication” shall be done through the City’s authorized agent, Bakersfield College, and at the expense of the Employee seeking said certification.

4. If an employee has a certificate already on file with the City prior to the ratification of this agreement, the certification submitted shall be acceptable to the City for qualification purposes.

5. The City has approved for the following departments to qualify for bilingual pay:

   a. Public Works
   b. Finance
   c. Planning
   d. City Manager’s Office/Administration

\(^1\) One-time non-recurring gross payment may be pensionable, the City would comply with CCR sections 571(b) for classic members and section 571.1(a) for PEPRA members for reporting.
6. The City shall determine the language(s) in which bilingual pay is needed depending on the changing demographics of the City.

Longevity Pay Program

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

A. Regular full-time employees who have completed 3 years (6,240 hours) of continuous City service shall receive .5% longevity pay on base hourly wages.

B. Regular full-time employees who have completed 5 years (10,400 hours) of continuous City service shall receive 1% longevity pay on base hourly wages.

C. Regular full-time employees who have completed 10 years (20,800 hours) of continuous City service shall receive 2% longevity pay on base hourly wages.

D. Regular full-time employees who have completed 15 years (31,200 hours) of continuous City service shall receive 3% longevity pay on base hourly wages.

E. Regular full-time employees who have completed 20 years (41,600 hours) of continuous City service shall receive an additional 4% longevity pay on base hourly wages.

F. Regular full-time employees who have completed 25 years (52,000 hours) or more of continuous City service shall receive an additional 5% longevity pay on base hourly wages.

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

Section 12.

MAINTENANCE OF BENEFITS

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

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

Section 13.
HOURS AND OVERTIME

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

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

(C) Overtime and Compensatory Time
Overtime shall be worked only at the request of the Department Head. Regular employees required to work in excess of eight hours in a day or in excess of forty hours in a week shall, at the option of the employee, be compensated in cash or compensatory time off at a rate of time and one-half. To the extent that any excess work performed by the employee would have resulted in an overtime entitlement greater than time and one half, the employee’s cash or compensatory time compensation shall reflect that greater entitlement. Work schedules may be changed by mutual Memorandum of Understanding or unilaterally by the City due to the need to cut costs, to reflect work hours in excess of eight hours within a day without overtime premium being required, (i.e., four-10 hours days or 9/80 schedule) and overtime compensation shall be computed at the 40-hour workweek.

Compensatory time accumulation shall be limited to a maximum of forty (40) hours. Once 40 hours of compensatory time is accumulated, the option to accrue additional compensatory time ends and overtime must be taken.

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

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

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

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

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

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

(G) Shift Differential
   A. An employee shall receive additional compensation at the rate of ninety-five cents (95¢) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 3:00 p.m. and midnight and in locations where these classes are regularly assigned shift work.
   
   B. In lieu of compensation set forth in paragraph “A” above, employees shall receive additional compensation at the rate of one dollar and twenty-five cents ($1.25) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m. and in locations where these classes are regularly assigned shifts work.
   
   C. Notwithstanding A and B above, in a situation where an employee works a shift evenly divided before and after 12:00 midnight, the employee shall receive additional compensation in the amount of ninety-five (95¢) per hour for one half the hours worked on the shift, and one dollar and twenty-five cents ($1.25) for one-half the hours worked on the shift.
   
   D. An employee shall receive additional compensation at the rate of ninety-five cents (95¢) per hour for all hours worked on the 3:00 a.m. to 12:00 noon shift and in locations where these classes are regularly assigned shift work.
   
   E. Extreme Heat Scheduling adjustment shall not trigger any shift differential premiums.

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

Section 14.

VACATION

As described in the City’s Personnel Policy Manual.

VACATION PAYOUT

Prior to the first pay period of October, or October 1st, whichever is later, the City will generate a log of all employees who have 160 hours of vacation or over on the books. Those employees will be able to request a draw against vacation in the form of a maximum 40 hours, to be paid out during the first pay period of December of that given year. Only those employees who have 160 hours or more accrued on the books at the time of the generation of the log will be eligible for the vacation payout. Employees who qualify for this program will receive a memo indicating how many hours the eligible employee has available to pay out. The memo shall contain an area to be filled out by the employee which contains the number of hours, from the number of eligible hours, the employee wishes to pay out, and the employee must sign and return the memo no later than the end of the business day on the third Thursday of October of any given year to allow for processing time prior to the first pay period of December. The City will
assume any memo not returned by the due date indicates the employee has chosen not to take any eligible vacation time as a payout. Payout check will be processed as a separate check from that of the regular scheduled biweekly payroll checks.

Employees shall not lose any hours if they end the calendar year with 160 hours or more assuming the vacation max has not been reached. Vacation maximum will be equivalent to 3-Years of the employee current annual accrual rate.

Section 15.

PERFECT ATTENDANCE PROGRAM

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

HOLIDAY SCHEDULE

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

<table>
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<th>Holiday</th>
<th>Type</th>
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<tbody>
<tr>
<td>New Year’s Eve</td>
<td>Veterans Day</td>
</tr>
<tr>
<td>New Year’s Day</td>
<td>Thanksgiving Day</td>
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<tr>
<td>President’s Day</td>
<td>Day after Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas Eve</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Floating Holiday (see section g below)</td>
</tr>
</tbody>
</table>

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

(b) Holidays (other than Christmas Day and New Year’s Day) that fall on Sunday shall be observed on Monday. Those Holidays that fall on Saturday shall be observed on Friday. Holidays that fall on a scheduled Friday off for 9/80 staff members shall be observed on Thursday.

(c) Special rules for Christmas and News Years for 9/80 staff members: When Christmas or New Year’s Day fall on Scheduled Friday off or Saturday following the Scheduled Friday off, the Eve shall be celebrated on Wednesday and the Day shall be celebrated on Thursday. When Christmas or New Year’s fall on Sunday or Monday following Scheduled Friday off, the eve shall be celebrated on Thursday. For all staff members NOT on 9/80 schedule: When Christmas or New Year’s Day fall on Saturday, the eve shall be celebrated on Thursday and the Day shall be celebrated on Friday. When Christmas or New Year’s fall on Sunday or Monday, the eve shall be celebrated on Friday and the Day shall be celebrated on Monday.

(d) When the City of Wasco requests an employee to work on the above holidays, he/she shall work on the above holidays and be compensated double time, with a minimum of three (3) hours.

(e) Holidays falling within an approved scheduled vacation will be recorded as holiday pay.

(f) All permanent part-time employees who work twenty (20) or more hours per week are eligible for holidays pay at one-half (1/2) the rate of permanent full-time employees.

(g) Floating Holidays – Each employee in the general employee unit, who is employed by the City of Wasco as of July 1st of each fiscal year, shall be eligible for two (2) floating holidays of their choice. Floating holidays must have prior department approval and shall be consistent with the efficient operation of the affected department and its activities.

(h) Holidays will not be paid to employees on any type of unpaid leave.

(i) A separating employee must be present at work on his or her last scheduled day prior to the
holiday and the first scheduled day after the holiday to receive holiday pay.

Section 16.

TUITION REIMBURSEMENT.

As described in the City’s Personnel Policy Manual.

License Renewal Reimbursement

Where the City requires that employees in a classification possess a license or certificate (class C driver’s license excluded) as an employment standard, the City shall reimburse employees up to a maximum of $250 per fiscal year, to be used toward the renewal and/or continuing education. No additional cost associated with either renewal or maintenance of the license/certificate will be reimbursed. If the employee leaves City employment during the licensing period, reimbursement shall be pro-rated (i.e., if fees have been paid in advance by the City, the employee shall be required to reimburse the City for the pro-rated portion of the fees through a reduction in the employee's final pay check).

JURY DUTY

Updates to City’s Personnel Policy Manual 10.10 Jury Duty and Court Leave as described.

A. Purpose
The City considers jury duty to be an important civic responsibility. Having loyal, conscientious, honest citizens serving on our juries is a basic and essential element of our American system of justice. Therefore, it shall be the policy of the City to encourage jury service by its employees.

B. Scope
This policy applies to all regular full-time employees called to jury duty.

C. Policy
An employee who is summoned to serve on a jury must notify his/her supervisor or Department Head as soon as possible after receiving notice of both possible and actual jury service in order to receive time off for the period of actual service required.

Regular full-time employees called to jury duty after completing their probationary period are eligible for their regular rate of pay for time spent in performing jury duty. Probationary employees shall receive jury duty pay under the same terms and conditions as regular employees. Part Time employees shall be paid for their regular scheduled hours and Part Time employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of work-time. If any payment for jury service is accepted, the employee shall submit the warrant or its equivalent minus any expenses (e.g. mileage, parking, etc.) to payroll. An employee called to jury duty on his/her regular day off shall not be compensated. The employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work-time. The employee must report to work on any day, or part of a day, when excused from going to court. If the employee does not report to court or to the workplace for any reason, the time will be considered unauthorized leave without pay, and the employee may be subject to disciplinary action.

Evidence of jury duty attendance must be presented to the employee’s supervisor by attaching the Court's approved record of jury service to the corresponding time report. This record is necessary to
authorize any pay. Failure to produce such records will result in unexcused leave. In those circumstances, an employee may be required to take leave without pay or use accrued vacation. An employee who is requested to appear by subpoena as a witness in court or to respond to an official order from a governmental jurisdiction regarding an event or transaction which he/she perceived or investigated in the course of his/her City job duties shall be granted a leave of absence with pay from his/her assigned duties. Employees summoned to serve on a jury shall be granted a leave of absence without pay to perform the duties of a member of the grand jury. The employee shall remit all fees received for such appearances to the City within three (3) days from the date any fee is received by the employee. Compensation for mileage or a travel allowance shall not be considered as a fee and shall be retained by the employee.

In those instances where a City employee is subpoenaed to appear in court in a matter unrelated to his/her City job duties or because of civil or administrative proceedings that he/she initiated, the employee will not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

UNIFORMS AND SAFETY TOE SHOES ALLOWANCE

Whenever the City of Wasco requires uniforms and/or protective clothing to be worn, such uniforms and/or protective clothing shall be provided and maintained by the City. Employees are to be furnished one clean uniform for each regular shift. Required uniforms shall be worn in a neat and orderly fashion. Employee shall wear the required uniform unless specific prior approval is obtained from the supervisor. The City of Wasco shall establish an annual allowance of $275 for Public Works, Code Enforcement, and Building Inspectors for the purchase of OSHA regulated footwear. The City of Wasco shall establish an annual allowance of $175 for Transit for appropriate footwear. Employees will receive a pro-rated allowance based on their month of hire. If applicable, the allowance will be reported and the employment taxes will be withheld. Allowance will be processed as a one-time payment on the payroll check following the beginning of the fiscal year, and or shortly after this agreement is ratified.

City issued uniforms are to be worn only during working hours or commuting to and from the workplace. Employees must recognize when wearing a City issues uniform or clothing issued with a city logo, they are recognized as representing the City of Wasco. Employees must refrain from acting inappropriately while wearing a uniform and City issued apparel containing a City logo.

Section 18.

MID-MANAGEMENT / CONFIDENTIAL EMPLOYEES GROUP

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

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

The Personnel Officer may update the titling for the Mid-Management / Confidential Employees group without the need for a meet and confer.

Section 19.  

UNION RESPONSIBILITY  

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

Section 20.  

MANAGEMENT RIGHTS  

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

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

Section 21.  

EMPLOYEE RIGHTS  

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

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

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

Section 22.

AGENCY SHOP FEE

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

Section 23.

PERSONNEL POLICIES

All adopted Personnel Rules and Regulations, Employer/Employee Relations Policy, Injury and Illness Prevention Program, and Drug and Alcohol-Free Workplace Policy are incorporated by reference to this MOU.
Section 24.

SEVERABILITY

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

City of Wasco

M. Scott Hurlbert, City Manager

Maria Lara, Assistant City Manager

Nancy Vera, Human Resources Manager

Thomas F. Schroeter, City Attorney

SEIU, Local 521

Pete Rodriguez, SEIU 521, Union Representative

Ronald Melendrez, City Representative for SEIU 521

Cesar Montes, City Representative for SEIU 521

Evelyn Murillo, City Representative for SEIU 521
## EXHIBIT “A”

### City of Wasco

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<tr>
<td></td>
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### Perfect Attendance Program

#### I. Purpose

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

#### II. Scope

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

#### III. Policy

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

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

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

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

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

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

Update to the Personnel Policy:

Section 2.14 Mid-Management Employee

A. 2.14 Mid-Management Employee- A management/supervisory employee who is not a Department Head or in the classified service. Mid-Management employees are employed on an "at will" basis.

Section 8.03 Advancement Within Salary Range

A. Step Increases: Step increases are not automatic, but are merit-based and shall be granted for continued improvement and increased service value of an employee, and other pertinent factors as determined by the employee's Department Head and the Personnel Officer. Step increases shall be made only upon the recommendation of the Department Head concerned, and with the approval of the Personnel Officer/City Manager. City Manager may authorize step increases to be retroactive and processed on next bi-weekly payroll following approval. If any retroactive pay is owed to the employee it shall be paid out on a separate check.

Section 8.43, Advancement within Salary Ranges

A. Evaluations are written by Supervisor, sent to the department head, sent to Human Resources, Human Resources provides it to City Manager, City Manager signs, returns to department head, supervisor sets up review appointment with Employee. Employee will be responsible for returning evaluation with corresponding comments within 3 business days. Once received by Supervisor a copy will be provided to the Employee or Supervisor can inform employee a copy of the evaluation will be provided to them by the Human Resources Department once it is effectively reviewed.

Section 10.13 Administrative Leave

A. Mid-Management employees currently receive 7 days (56 hours) of Administrative Leave based on minute action approved from August 16, 2011. Administrative Leave is currently provided to Mid-Management in lieu of overtime time, call-out, and on call premiums paid to non-exempt staff members. Administrative Leave is to be use as time off at their discretion with prior approval provided prior to leave. A prorated rate will be provided to incoming Mid-Manager based on their month of hire.

Section New, Employee Evaluations.

A. An employee may request to meet with his/her Department Head or the Personnel Officer if he/she has not received an his/her performance evaluation after fifteen (15) days of the initial date their evaluation was due.
Lactation Accommodation Policy

City of Wasco provides a reasonable amount of break time to accommodate an employee’s need to express breast milk for the employee’s infant child. The City will make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee’s work area for the employee to express milk in private. Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit, access to electricity, a sink with running water, and a refrigerator for storing breast milk.

Procedures
An employee may request an accommodation for lactation breaks by submitting a lactation accommodation request form to her department supervisor.

The department supervisor must respond to the employee’s accommodation request in writing on the same lactation accommodation request form submitted by the employee indicating the approval or denial of the break request. The completed request form must be returned to the employee and a copy sent to the human resources department.

The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees must clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

The company reserves the right to deny, in writing, an employee’s request for a lactation break if the additional break time will seriously disrupt operations.

Employees have the right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.
Lactation Accommodation Request Form

Employee name: ____________________________

Job title/department: ____________________________

Date of request: ____________________________

I have read City of Wasco lactation accommodation policy and I am requesting an accommodation to allow for lactation breaks while at work as follows (check all that apply):

____ A private space to express breast milk.

____ Lactation breaks that run concurrently with rest breaks already provided.
   Current rest break times: ____________________________

____ Lactation breaks in addition to already provided rest breaks.
   Additional unpaid break time needed: ____________________________

____ Other ____________________________

Employee signature ____________________________ Date ____________________________

To be completed by the employee’s supervisor and returned to the employee with a copy sent to human resources.

Supervisor name: ____________________________

Date received: ____________________________

Your request for lactation break accommodations is

____ Approved as requested

____ Approved with modifications: ____________________________
   ____________________________
   ____________________________

____ Denied due to: ____________________________
   ____________________________
   ____________________________

Supervisor signature ____________________________ Date ____________________________
EXHIBIT “D”

The City of Wasco

Sick Leave Donation Request Form

The Sick Leave Time Donation policy is outlined in the Personnel Policy Handbook, Section 10.05. To request donated sick leave, please review the criteria/conditions outlined within the policy, complete the following information below and submit the completed form to the Human Resources Department. If you have questions or concerns, please contact the Human Resources Department at your earliest convenience.

Employee Name: __________________________

Title: __________________________

Department: __________________________ Supervisor Name: __________________________

Date of Request: __________________________

Reason for request for Sick Leave Donation:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

I hereby authorize City of Wasco to present my request for the need of donated sick time to the employees of the City for the sole purpose of soliciting donations. I understand I must meet the criteria/conditions outlined within section 10.05 of the Personnel Policy Handbook in order to receive donations, if not my request may be denied.

Signature __________________________ Date __________________________

Management Approval Signature __________________________ Date __________________________

Please submit completed request form to the Human Resources Department.
Donation of Sick Leave Time Form

The City recognizes that employees may have family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available sick leave time. To address this need, all eligible employees will be allowed to donate sick leave time from their unused balance to their co-workers in need in accordance with the policy outlined in section 10.05 of the Personnel Policy Handbook.

Donor Information

Name: ________________________________
Title: ________________________________ Department: ________________________________

Recipient Information

Name: ________________________________
Title: ________________________________ Department: ________________________________

Donation Information

Hours to be Donated from Sick Leave Accrual: ________________________________

I hereby authorize City of Wasco Human Resources Department and Finance Department to deduct from my sick balance the number of hours indicated above to be credit by the recipient named above. I understand Sick Leave Donations are Voluntary, Irrevocable, made from accrued sick time balances in whole hour increments, and that the number of hours does not exceed the forty (40) hours of donated time as outlined in the policy.

Employee Signature ____________________________ Date __________

Human Resources Department ____________________________ Date __________

Finance Department ____________________________ Date __________

Please submit completed request form to the Human Resources Department.
EXHIBIT “E”

SIDE LETTER TO MEMORANDUM OF UNDERSTANDING DATED JULY 1, 2017
BETWEEN SEIU LOCAL 521 AND THE CITY OF WASCO EFFECTIVE DECEMBER 16, 2020 17-030 (3)

The City of Wasco (“City”) and Service Employees International Union Local 521 (“SEIU,” collectively, “the Parties”) are already signatories to a Memorandum of Understanding (“MOU”) between them. The Meyers-Milias-Brown Act (“MMBA”), Government Code §3500, et seq., requires that the City meet and confer in good faith with recognized employee organizations “regarding wages, hours, and other terms and conditions of employment.” The City is a covered entity, and SEIU is a recognized employee organization. As such, the Parties acknowledge and agree to the following:

• Section 14 of the MOU provides that certain employees may receive a “payout” of vacation time, by which earned and accrued vacation time is paid to the employee.

• Earned/accrued vacation time is considered “wages” under the California Labor Code.

• SEIU’s dues are calculated as a percentage of wages.

• On December 10, 2020, SEIU contacted the City and indicated that it wished to waive its right to collect dues from the “Vacation Payout” set forth in Section 14 of the MOU.

• On December 14, 2020, SEIU represented to the City that its waiver of its right to collect dues from the “Vacation Payout” set forth in Section 14 of the MOU was desired by its members.

• The City accepts SEIU’s representation of December 14, 2020, and is agreeable to SEIU’s proposal of December 10, 2020.
NOW, THEREFORE, it is agreed by and between the Parties that:

- Section 14 ("Term of Memorandum of Understanding") is amended to add the following sentence as a standalone paragraph at the end of Section 14: "No deduction of union dues shall be taken from any Vacation Payout made pursuant to this Section."
- No other changes were offered by either Party to the other Party, and no other changes are contemplated.
- This Side Letter may be executed in counterparts. An electronic copy shall be as effective as the original for all purposes.

City of Wasco

Daniel Ortiz Hernandez, City Manager

Nancy Velez, Human Resources Manager

Approved as to form:
Sean Giambon, City Human Resources Special Counsel

SEIU Local 521

Pete Rodriguez
SEIU 521, Union Representative

Ron Melendez
City Representative for SEIU 521

Evelyn M. Arteaga
City Representative for SEIU 521

Cesar Monte
City Representative for SEIU 521

Executed: 1/14/2021

Executed: 1/12/2021
NOW, THEREFORE, it is agreed by and between the Parties that:

- Section 14 ("Term of Memorandum of Understanding") is amended to add the following sentence as a standalone paragraph at the end of Section 14. "No deduction of union dues shall be taken from any Vacation Payout made pursuant to this Section."
- No other changes were offered by either Party to the other Party, and no other changes are contemplated.
- This Side Letter may be executed in counterparts. An electronic copy shall be as effective as the original for all purposes.

City of Wasco

Daniel Ortiz-Hernandez, City Manager

Nancy Vera, Human Resources Manager

Approved as to form:

Seth Glaburn, City Human Resources Special Counsel

SEIU Local 521

Pete Rodriguez
SEIU 521, Union Representative

Ron Melendrez
City Representative for SEIU 521

Evelyn Murillo
City Representative for SEIU 521

Cesar Montes
City Representative for SEIU 521
EXHIBIT “F”

SID LETTER TO MEMORANDUM OF UNDERSTANDING DATED JULY 1, 2017
BETWEEN SEIU LOCAL 521 AND THE CITY OF WASCO
EFFECTIVE SEPTEMBER 4, 2020 17-030 (a)

The City of Wasco (“the City”) and Service Employees International Union Local 521 (“SEIU,” collectively “the Parties”) who are already signatories to a Memorandum of Understanding (“MOU”) between them, each have a legal obligation to preserve, and a mutual interest in, a safe and healthful work environment. The Parties each respect these obligations and interests and wish to preserve the benefits that a safe and healthy work environment contributes to the operation of the City and the quality of life of its employees.

Given the current weather and climate trends experienced by the City in 2020, and given current predictions of continued similar conditions, SEIU, on behalf of its members and in the interest of employee safety, requested that the City adjust the work schedules of its members in the employ of the City to mitigate the effects of such trends. Pursuant to SEIU’s request, the Parties met and conferred in good faith with regard to the same.

NOW, THEREFORE, THE CITY AND SEIU AGREE AS FOLLOWS:

Section 13(B) of the MOU, entitled “Hours and Overtime – Exceptions to Standard Work Period,” shall be understood and interpreted by the Parties to mean as follows:

With regard to workdays when the outside temperature or heat index in areas to which City employees would otherwise be assigned to work is predicted by local weather reports or otherwise reasonably expected by the City Manager to reach or exceed 100 degrees Fahrenheit/37.78 degrees Celsius during the regular work period, the City Manager may, in his/her discretion, designate such employees’ work period to begin earlier in the day, order work to be suspended during a period specified by City Manager, and to resume following said period and continuing until such point as the standard “work period” is complete or other conditions (including, by way of example but not limitation, darkness) preclude the completion of such work period.

To the extent feasible, employees shall use such meal periods as are available to them to offset some or all of this time.

The Parties further agree that the foregoing interpretation and the implementation of same is the result of a bilateral agreement between the parties and that any such adjustment of the work period does not constitute the creation of “a work schedule which is interrupted by non-paid non-working periods established by the employer,” as set forth in 8 Cal. Code. Regs. § 11020 et seq. (emphasis added).

Except as set forth herein, nothing in this Side Letter shall be construed to relieve either Party of any prior or concurrent obligation to its employees or members with regard to the provision of a safe and healthful workplace in accordance with State and Federal law and/or regulation. The City
and SEIU further agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards.

This Side Letter shall be incorporated into and shall reflect the ongoing agreement of the Parties with regard to Section 13(b) of the MOU under the circumstances set forth herein.

To the extent that the foregoing does not fully address SEIU’s safety concerns, the Parties agree to further meet and confer in good faith in an effort to address the same.

City of Wasco

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Daniel Ortiz Hernandez
Daniel Ortiz Hernandez, City Manager

DocuSign Envelope ID: d81c1C000-E65E-4CDE-BFCC-4A980CCE100E
Nancy Vera
Nancy Vera, Human Resources Manager

SEIU Local 521

DocuSign Envelope ID: 50113AE5-136C-49A9-AE6E-8F37039AD5E0
Pete Rodriguez
Pete Rodriguez
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Ron Melendez
City Representative for SEIU 521

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City Representative for SEIU 521