

SEIU Local 721
City of Santa Clarita

Memorandum of Understanding

**July 1, 2016,
through
June 30, 2019**



Memorandum of Understanding

City of Santa Clarita and SEIU Local 721

July 1, 2016 through June 30, 2019

TABLE OF CONTENTS

Article 1	Recognition	1
Article 2	Non-Discrimination	1
Article 3	Prevailing Rights.....	1
Article 4	Management Rights	1
Article 5	Union Rights	2
Article 6	Grievance Procedure.....	5
Article 7	Probation.....	6
Article 8	Disciplinary Appeals.....	7
Article 9	Leaves	7
Article 10	Health, Dental, and Vision Plans	11
Article 11	Retiree Health Insurance.....	13
Article 12	Retirement.....	14
Article 13	Life Insurance	14
Article 14	Miscellaneous Provisions.....	15
Article 15	Stand-by Duty	17
Article 16	Compensation	18
Article 17	Written Reprimands	23
Article 18	Performance Evaluations	23
Article 19	Voluntary Political Contributions.....	24
Article 20	Contracting Out Unit Work	24
Article 21	Severability	24
Article 22	Full Understanding.....	24

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF SANTA CLARITA, CALIFORNIA
and
SERVICE EMPLOYEES' INTERNATIONAL UNION, Local 721, CTW, CLC

The Service Employees International Union Local 721 and the City of Santa Clarita having met and conferred in good faith enter into this Memorandum of Understanding for the contract period of July 1, 2016 through June 30, 2019.

Article 1 Recognition

On October 3, 2001 Service Employees International Union (SEIU) Local 721, CTW, CLC (formerly Local 347, AFL-CIO), was certified by the State of California, Department of Industrial Relations Mediation and Conciliation Service as the exclusive bargaining agent for the classifications listed in Attachment "A" in accordance with the Meyers-Milias-Brown Act Government Code Section 3500, et seq. and City Resolution Number 94-105, as the majority representative (herein after referred to as the Unit). Accordingly, the City recognizes the Service Employees Union Local 721 CTW, CLC, (herein after referred to as the Union) as the exclusive representative of the employees in said Unit for the purpose of meeting its obligation under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. and the Employment Relations Resolution or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

Article 2 Non-Discrimination

The parties shall treat all employees in employment matters without regard to race, color, religion, sex, age, national origin, disability, sexual orientation or Union activity.

Article 3 Prevailing Rights

To the extent that they are not expressly or by necessary interpretation and application covered by the purpose, intent, and language of this Agreement, compensation, employee benefits and terms of employment within the scope of representation in effect shall continue for the term of this Agreement unless the City has given notice to the Union and, upon request, met and conferred.

Article 4 Management Rights

The City reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive rights to determine the mission of its constituent departments, commissions and boards; set standards of selection for employment; direct its employees; take disciplinary action for cause; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise full control and discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this Agreement. Should the City's exercise of its rights substantively affect matters

within the scope of representation, it will give notice to the Union and, upon request, meet and confer on the impact/effect of its decision.

Article 5 Union Rights

A. Payroll Deductions

The City shall deduct Union dues from the salaries of any employee who signs a voluntary dues deduction card. The Union's treasurer shall certify the amount of the dues deduction. The City shall promptly transmit all dues deductions to the Union within ten (10) days of the deduction. Union shall indemnify and hold harmless the City for its actions pursuant to this section.

B. Agency Shop

The City and the Union agree to abide by the following provisions as they relate to an agency shop.

1. Agency Shop as defined under Meyers-Milias-Brown means "an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization."
2. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three organizations, or if the memorandum of understanding between the City and the Union fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Union.
3. Covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization the City shall deduct the agency fee from the employee's paycheck.
4. An agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the Memorandum of Understanding, provided that:
 - (a) a request for such a vote is supported by a petition of at least 30 percent of the employees in the bargaining unit;

- (b) the vote is by secret ballot;
 - (c) the vote may be taken at any time during the term of the Memorandum of Understanding, but in no event shall there be more than one vote taken during that term.
- 5. An agency shop arrangement shall not apply to management, confidential, or supervisory employees.
- 6. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant.
- 7. The Union shall indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency shop obligation. The Union shall comply with all statutory and legal requirements with respect to Agency Shop.

C. Use of City Facilities

With the approval of the Human Resources Division, the City agrees that the Union may use city facilities to conduct meetings provided that such use does not interfere with the normal business operations of the City.

D. Union Access

Upon prior notice to the Human Resource Division, a Union representative shall be admitted to City facilities or work sites during working hours to assist employees in adjusting their grievances, or to investigate complaints concerning working conditions. Such access shall not interfere with the employees work duties.

E. Bulletin Boards

The Union shall be provided reasonable designated space on City bulletin boards which does not interfere with the City's official use of the bulletin board. With the prior approval of the City, the Union may install and maintain separate bulletin boards in the employee rest areas. Informational material only may be posted. No derogatory, inflammatory, or political materials (with the exception of meeting notices) may be posted.

F. Union Stewards

The Union may designate a reasonable number of stewards (not to exceed 10) who must be members of the unit. A steward may represent a grievant at all levels of the grievance procedure. A steward may represent an employee in pre-disciplinary hearings (Skelly) or

interviews where there is a reasonable expectation that disciplinary action may follow. An employee and his/her steward shall have a reasonable amount of paid time off for the above listed activities to include preparation time.

Union Stewards must inform their supervisor of the date and time they need to be released from work and for which above listed matter they are representing an employee.

The Union shall provide the City with the names of Union Stewards within thirty (30) days of the execution of this Memorandum of Understanding and within thirty (30) days of any changes in the designated Stewards.

G. Unit Information

Management will provide the Union, quarterly, with a list of employees in alphabetical order, their employee numbers, position titles, and work location by department and division. They will also provide the Union with the employees home address unless the employee objects.

Management will notify the Union of the date, time, and location of all new employee orientation meetings where there are bargaining unit employees present and will allow a Chapter Board member to attend the meeting to provide information to the new employees about the Union for an agreed amount of time generally not to exceed 15 minutes.

H. Membership Meetings

A total of one hour of city time will be provided every other month for membership meetings. This time is inclusive of travel time and may be combined with employee's unpaid lunch periods.

I. Security Clause

In the event that Agency Shop, Article 5B, is determined invalid by a court of competent jurisdiction, the parties agree to provide a thirty day written notice of the court's decision to all Unit employees.

Any employees in this unit who have authorized Union dues deductions at the end of the thirty day notice period or at any time subsequent to the end of the notice period, shall continue to have such dues deduction made by the City during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period May 10 through May 30, of the final term of the agreement, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the City with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Article 6 Grievance Procedure

Grievances may be filed by individual employees, or by the Union or by groups of employees. Employees have the right to a representative of their choice at the beginning of Step 2 of the Grievance Procedure.

Sec 1 Purpose of Grievance Procedure: The grievance procedure shall be used to resolve employee complaints regarding:

- a. An alleged violation of the Memorandum of Understanding.
- b. An alleged violation of the City's Personnel Ordinance or Rules.

Specifically excluded from the grievance procedure are:

- a. Performance evaluations including deferral of merit increases.
- b. Written reprimands.
- c. Policy decisions of the City Council.
- d. Matters for which there is a separate appeal, including disciplinary action.

Sec 2 Informal Discussion of Grievance: When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within fifteen (15) calendar days from the date of the incident or decision generating the grievance. If, after discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.

Sec 3 Formal Grievance Procedure: The formal grievance procedure shall be used to resolve an employee's complaint not satisfactorily resolved by informal discussion.

Step 1

- a. An employee shall have the right to present a formal grievance, in writing, within five (5) working days after the informal discussion of the grievance with the immediate supervisor or the immediate supervisor's superior. All formal grievances shall state the reasons for the complaint and the employee's suggested solution.
- b. The formal grievance shall be presented to the Director. The Director shall discuss the grievance with the employee and/or the employee's representative. Within ten (10) working days after receipt of the formal grievance, the Director shall render a written decision regarding its merits. If the Director's decision does not satisfactorily resolve the complaint, the employee may present the formal grievance to the appointing authority. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this rule when the employee does not seek further review of the grievance within five (5) working days after receipt of the decision of the Director. Failure of the Director to render a written decision on the grievance within ten (10) working days constitutes a decision denying the grievance.

Step 2 (optional)

- c. Mediation: Prior to submitting the grievance to the appointing authority or his/her designee, either the City or the employee may, within ten (10) days of a decision by the Director, request the matter be referred to mediation. Mediation shall require the concurrence of both parties. The Mediator shall be obtained from the State Mediation and Conciliation Service. The Mediator shall attempt to mediate a mutually acceptable resolution to the grievance. In the absence of mutual acceptance of the resolution, the matter shall proceed to the final step. A confidential written Mediator's recommendation shall be presented to the appointing authority or his/her designee and the Union. The mediation process shall be confidential and shall not be used in any formal stage of the grievance procedure except as provided herein.

Step 3

- d. If Step 2, Mediation, does not occur within five (5) days of receiving the written decision from the Director, or if no decision is received, the employee may present a formal grievance to the appointing authority or his/her designee. The appointing authority or his/her designee shall discuss the grievance with the employee and the employee's representative. Within fifteen (15) days after meeting with the employee and the employee's representative, the appointing authority or his/her designee shall render a written decision regarding its merits. The decision of the appointing authority or his/her designee shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process.
- e. The City shall not institute any reprisals against any employee or any representative resulting from the use of the grievance procedure.

Article 7 Probation

Sec 1 Regular appointment shall be subject to a probationary period of not less than one (1) year actual service. Promotional appointments shall be subject to a probationary period of not less than six (6) months. The appointing authority may extend such probationary period for up to six (6) additional months with reason, including but not limited to medical and other approved leaves, to allow an employee additional time to be trained, or when more time is needed to evaluate the employee's performance. The reason for the extension shall be provided to the employee in writing.

Prior to the end of the probationary period, the appointing authority shall notify the Personnel Officer whether the probationary employee has performed satisfactorily and whether retention of such employee is desired. This notification shall be made in conjunction with the completion of the probationary employee's performance evaluation. If retention is not desired, the probationer will be rejected in accordance with the City's Personnel Rules.

- Sec 2** Objective of Probationary Period: The probationary period shall be regarded as a part of the selection process and shall be utilized for closely observing the employee’s work and for securing the most effective adjustment of a new employee to his position.
- Sec 3** Rejection of Probationer: During the probationary period, an employee may be rejected at any time by the appointing authority without cause and without the right of appeal. Notification of rejection by the appointing authority shall be served on the probationer and shall occur prior to the end of the probationary period.
- Sec 4** Rejection Following Promotion: Any employee rejected during or at the conclusion of the probationary period following a promotional appointment shall be reinstated to the position from which the employee was promoted.
- Sec 5** Extension of a Probationary Period while on a Leave of Absence: An employee’s probationary period may be extended by the same period of time the employee was on leave when the employee takes one or more leaves of absence that total more than 14 days.

Article 8 Disciplinary Appeals

At the option of the employee and/or the City, Article 6, Section 3 (c) Mediation of the Grievance Procedure may be utilized prior to the final step of the disciplinary appeals process. All discipline involving suspensions, demotions and terminations shall be subject to the City’s disciplinary appeals process.

Article 9 Leaves

A. Vacations

Employees begin to earn vacation time on the first day of probationary employment. Vacation time is credited on a bi-weekly basis. All bargaining Unit Members earn vacation at the following rates:

Length of Service	Hour Accrued Per Pay Period	Total Days Per Year
0 – 4 years	3.0768 hrs	10 days
5 – 9 years	4.6152 hrs	15 days
10 years	4.9231 hrs	16 days
11 years	5.2308 hrs	17 days
12 years	5.5385 hrs	18 days
13 – 14 years	5.8462 hrs	19 days
15+ years	6.1538 hrs	20 days

Vacation will accrue from year to year to a maximum of two-hundred hours (200), or three (3) times the annual accrual whichever is greater. Any amount in excess of the maximum accruals will be paid out to affected employees at his or her applicable rates each August. Finance/Payroll will notify eligible employees of the payout date and excess hours to be cashed out. Employees who wish to keep the excess vacation hours in lieu of receiving cash

may submit a written request to the City Manager who has sole discretion to approve or deny the request.

Vacation will accrue during a workers' compensation leave proportionate to the amount of City-paid compensation.

B. Holidays

The organization recognizes the importance of leisure time in achieving greater productivity and provides regular and probationary employees with the following thirteen (13) paid holidays during the calendar year.

New Year's Day	January 1
Martin Luther King Day	third Monday in January
President's Day	third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Veteran's Day	November 11
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve	Half day December 24
Christmas Day	December 25
New Year's Eve	Half day December 31

If a holiday should fall on a Saturday, it will be celebrated the preceding Friday. If a holiday should fall on a Sunday, it will be celebrated the following Monday. In addition to the scheduled holidays identified above, employees receive one (1) floating holiday granted on January 1. This is a "free" day, which may be used at any time before the end of the calendar year with prior approval of the Director or Division Manager. Any employee who accrues, but does not use the floating holiday under this provision, will be compensated at the employee's current rate of pay in the first paycheck the employee receives after December 31.

C. Sick Leave

Employees begin to earn sick leave on the first day of probationary employment. Sick leave time is credited on a bi-weekly basis.

Sick leave is earned at approximately (one) 1 day per month (3.6920 hrs. per pay period) for a total of (twelve) 12 days per year. Sick leave shall be allowed for personal illness, injury either job or non-job related, medical, dental or eye appointment, hospitalization of a member of the immediate family or other family illness if approved by the Director. Any extended absences from work due to an employee's illness or illness of an immediate family member should be requested in writing and will fall under the guidelines of the Family and Medical Leave Act or other statutory leave laws established by State and/or Federal law.

Unacceptable reasons for sick leave requests are, in part, an inability to work because of intemperance, ordinary tiredness, restlessness and muscle fatigue.

Sick leave will accrue from year to year indefinitely, unless you qualify for and choose to participate in the City's Sick Leave Incentive Plan.

Sick time will accrue during a workers' compensation leave proportionate to the amount of City paid compensation.

Sick Leave Incentive Program

Employees who have minimal sick leave usage between January 1 and the end of November of each calendar year or have large balances of sick leave may be eligible to participate in the City's Sick Leave Incentive Program. This program allows employees to convert sick time to cash or vacation each December based on the following schedule:

- No sick leave usage = 5 days of conversion eligibility
- Up to 1 day sick leave usage = 3 days conversion eligibility
- Up to 2 days sick leave usage = 2 days conversion eligibility
- Up to 3 days sick leave = 1 day conversion eligibility

In the alternative, employees who have a sick leave balance of 201 hours as of the end of November of any calendar year are eligible to convert up to 10% of their sick leave balance to cash or vacation in the last paycheck in December of the same calendar year with a maximum payout of 50 hours. Employees who attain eligibility for both types of conversion options as described shall utilize the option that provides the most benefit to employees. A schedule will be provided to eligible employees each November.

D. Bereavement Leave

Up to five working days for Bereavement Leave may be granted by a Director for employee absence without loss of pay from duty as a result of a death in the employee's immediate family, which includes spouse; natural, step, or legal children; parent, including parents-in-law; brothers or sisters, including brother-in-law and sister-in-law; grandparents; grandchildren; State of California registered domestic partners; and children of State of California registered domestic partners.

E. Medical Leave

The City grants leaves in accordance with the Family Medical Leave Act, California Family Rights Act, any other Federal and State regulations and established City policies and procedures for the administration of such laws. Employees should direct all questions regarding medical leave of absences for themselves or for the care of family members to the Human Resources office.

Leaves of Absence with Supplemental Wage Replacement Compensation

If an employee on an approved medical leave of absence is also receiving wage replacement through an alternate source (e.g., workers' compensation, State Disability Insurance, Paid Family Leave), the employee and the City may mutually agree to coordinate the employee's accrued paid leave banks with the amount received from the wage replacement plan up to an amount equal to the employee's regular salary. A minimum of one hour of leave per week must be used in order to continue to be in active pay status. Requests to use less than the full coordinated amount must be in writing (including emails), can be made at any time to be applicable the next pay period, and will be reviewed by Human Resources.

In the event Human Resources does not receive a written request or email detailing how the employee on leave wants to be paid, the City will fully coordinate the employee's accrued leave banks with the alternative pay to pay the employee up to his or her regular salary.

Unless specifically requested in writing, the City will use the leave banks in the following order: (1) sick leave, (2) compensatory time off, (3) floating holiday, and (4) vacation leave.

Leaves of Absence with No Supplemental Wage Replacement Compensation

Employees who do not qualify for, who exhaust their eligibility for, or who choose not to coordinate their leave banks with an alternative wage replacement source as described above may use up to 40 hours per week of their available leave bank balances toward their regular work schedule during their leave of absence.

Leaves of Absence Without Pay

Employees on leave having exhausted all of their accrued leave balances will be considered in unpaid status and are not eligible for cafeteria dollars, taxable cash, supplemental benefit dollars, holiday pay, or any other type of compensation or benefit. The employee will be required to make payments to the City for any City-provided benefits such as health insurance, life insurance and long-term disability in order for these to continue during their leave, unless the law provides otherwise. Failure to make timely payments within 30 days of the due date will result in the cancellation of the benefit(s) until such time as the employee returns to work. In addition, the employee may be offered COBRA coverage for dental and vision, and Ca1PERS Direct Pay for health coverage.

F. Military Leave

Military leave shall be granted in accordance with the provisions of federal, state, and local law. During active military campaigns, unit members who are called to serve shall be entitled to continuation of their City pay, offset by military pay for a total of 180 days for the period of an active duty. The 180 days provided by the City runs concurrently with any federal, state, or local military leave laws. If the unit member is entitled to benefits under the provisions of federal or state law, the offset City pay shall be reduced by such federal or state mandated benefits.

During the initial 30 calendar day leave period in any fiscal year, the employee is entitled to his or her full City salary. Between days 31 and 180, the City will coordinate the employee's salary with his or her military pay, so that the employee receives the equivalent of his/her full salary.

All unit members entitled to military leave shall, within the limits of military regulations, provide the City with a copy of his or her military orders in order to verify eligibility.

G. Personal Leave (Without Pay)

Leaves of absence without pay may be granted for up to three (3) calendar months upon the approval of the City Manager. After three months a leave of absence may be extended if so authorized by the City Manager. While on any unpaid leave status, vacation and sick benefits do not accrue. The employee is required to pay the entire monthly premium for health insurance coverage if they desire to remain covered during the leave. The employee, upon their return from authorized personal leave (without pay), will be returned to his or her former position.

H. Jury Duty and Subpoenas

Employees summoned for jury duty or subpoena by court as a witness on City related business on a scheduled work day receive compensation from the City equal to their regular rate of pay. At the completion of jury duty, employees are required to reimburse the City the amount they were paid by the court for the jury service. Employees must obtain a form from the court that certifies the times and dates served as jurors. Employees subpoenaed by a court for non-work-related matters must use appropriate accrued leave such as vacation, floating holidays, or compensatory time off, to cover their absence from work.

I. Training Leave

The City may, on a case by case basis, approve paid time off for Union-sponsored and/or job related training.

Any denial of an employee's written request for training shall be provided timely and with a verbal explanation of the reasons for the denial.

Article 10 Health, Dental, and Vision Plans

Upon probationary appointments, Unit Members are eligible for group health insurance. New Unit Members enroll in health insurance during the orientation process and coverage becomes effective the first day of the month following their employment date. Employees have 60 days from their date of hire to enroll in health insurance and 30 days from their date of hire to enroll in dental and vision plans. Employees who do not enroll in insurance during these timeframes must wait until the fall open enrollment period to enroll and insurance effective dates will be January 1 of the next calendar year, unless there is a qualifying event allowing the employee to opt in at any time.

Unit Members have the choice of several health plans (currently through CalPERS) offered by the City. Employees also may enroll in vision and dental plans. The cost of health, dental, and vision coverage will depend upon the types of plans selected by the unit Member and the number of dependents enrolled. The particulars of these plans are outlined in the brochures presented at orientation or can be obtained from Human Resources.

The City will give notice to the Union and upon request meet and confer if it becomes necessary to change the basic benefit structure of its medical insurance plans.

Taxable Cash and Supplemental Benefit Dollar Options

- A. Employees hired prior to January 1, 2011** may use up to \$1,016.58 per month (cafeteria dollars) to purchase health, dental, and/or vision insurance for themselves and any eligible dependents.
- 1. Taxable Cash** — Employees hired prior to January 1, 2011, who use none of or less than the full cafeteria dollars toward the purchase of city health, dental, and vision insurance may receive all or any of the unused portion as taxable cash. Employees may also use cafeteria dollars toward the purchase of optional benefits such as AFLAC, additional life insurance, flexible spending accounts, and/or deferred compensation. Employees may be required to annually provide to Human Resources verification of outside coverage. If the employee cannot provide proof of insurance, he or she will be enrolled in the health insurance plan of the employee's choice if so selected within the first 60 days of employment. If the employee is non-responsive in the required timeframe, however, Human Resources will enroll the employee in the lowest cost employee-only health plan.
 - 2. Supplemental Benefit Dollars** — Employees hired prior to January 1, 2011, who spend more than the cafeteria dollars of \$1,016.58 per month to purchase city health, dental, or vision insurance for themselves and any eligible dependents may receive supplemental benefit dollars for the sole purpose of paying the cost of health, dental, and/or vision insurance premiums which are in excess of the cafeteria dollar amount. The supplemental benefit dollars provided will be the actual amount spent by the employee on health, dental, and/or vision insurance not to exceed a maximum of three hundred nineteen dollars and eighty-six cents (\$319.86) per month for 2016. The supplemental benefit dollars may be adjusted based on changes to health, dental, and vision plans and is subject to City Council approval.
- B. Employees hired or re-hired after a break in service on or after January 1, 2011**, may use up to \$1,016.58 per month (cafeteria dollars) to purchase health, dental, and/or vision insurance for themselves and any eligible dependents. Break in service is defined as when the employee voluntarily or involuntarily separates from city service and is later rehired.
- 1. Taxable Cash** — Employees hired or re-hired after a break in service on or after January 1, 2011, who do not enroll in any health insurance may receive fifty percent (50%) of the lowest cost employee-only health insurance plan available in Santa

Clarita which is two-hundred and forty six dollars and twelve cents (\$246.12) for 2016 as approved by City Council. Such employees may opt to enroll in dental, vision, or any optional insurance at their own expense.

2. **Supplemental Benefit Dollars** — Employees hired or re-hired after a break in service on or after January 1, 2011, who spend more than the cafeteria dollars of \$1,016.58 per month to purchase city health, dental, and/or vision insurance for themselves and any eligible dependents may receive supplemental benefit dollars for the sole purpose of paying the cost of health, dental, and/or vision insurance premiums which are in excess of the cafeteria dollar amount. The supplemental benefit dollars provided will be the actual amount spent by the employee on health, dental, and vision insurance not to exceed a maximum of three hundred nineteen dollars and eighty-six cents (\$319.86) for 2016. The supplemental benefit dollars may be adjusted based on changes to health, dental, and vision plans and is-subject to City Council approval.

Flexible Spending Accounts

Unit employees may elect to participate in the Healthcare and/or Dependent Care Flexible Spending Account programs subject to the maximum allowed per calendar year by the Patient Protection and Affordable Care Act and the IRS. As of July 1, 2016 the calendar year maximum for Healthcare FSA is two-thousand five hundred and fifty dollars (\$2,550) and the maximum for Dependent Care FSA is five thousand dollars (\$5,000).

Article 11 Retiree Health Insurance

- A. **Employees hired on or after January 1, 2008**, shall receive PERS minimum health care contribution upon retirement from the City and eligibility for PERS retiree health coverage.
- B. **Employees hired before January 1, 2008, who retire on or after January 1, 2014**, will be eligible for the maximum monthly retiree medical benefit described above (employee plus one dependent rate for the lowest cost health insurance plan), but it will be pro-rated based on years of service as a regular employee following this schedule:
 - a. 50% upon completing 5 years of service with the City of Santa Clarita
 - b. 75% upon completing 10 years of service with the City of Santa Clarita
 - c. 100% upon completing 15 years of service with the City of Santa Clarita or retiring at age 65 or older from the City under a regular service retirement with PERS

The retiree health benefit listed above is based upon reaching the 5, 10, and 15 year marks for full-time employees. For example, an employee with six to nine years of service would be eligible for 50% of the lowest cost health plan for employee plus one dependent.

The vesting schedule is pro-rated for part-time employees in proportion to the hours worked. Five years of City service equals to 10,400 hours worked; 10 years of City service equals to 20,800 hours worked; 15 years of City service equals to 31,200 hours worked. For example, an employee who works 40 hours a pay period (instead of 80) would need to work for ten years to reach the 50% benefit level.

Article 12 Retirement

The City of Santa Clarita is a contracting agency of the California Public Employees' Retirement System (CalPERS).

Tier 1: Employees hired prior to April 9, 2011 are enrolled in the 2.7% at 55 pension formula with final compensation based on the last or highest thirty six (36) consecutive months of CalPERS membership.

Tier 2: Employees hired on or after April 9, 2011, are enrolled in the 2% at 60 PERS formula with final compensation based on the last or highest thirty six (36) consecutive months. This group of employees is responsible for paying the entire seven (7%) member pension contribution.

Tier 3: Employees hired on or after January 1, 2013, will be enrolled in the 2% at 62 (through 2.5% at 67) retirement formula with final compensation based on the last or highest thirty six (36) consecutive months. Employees are responsible for paying the entire member pension contribution, currently six and one-quarter percent (6.25%).

Other Retirement Benefits:

1. Military Service Credit as Public Service (purchased by employee)
2. Credit for Service Prior to Membership (purchased by employee)
3. Pre-retirement Death Benefit/Remarriage
4. Section 21574.5 Indexed Level 1959 Survivor Benefit

Article 13 Life Insurance

The City of Santa Clarita carries a group life insurance plan paid for by the City. The policy contains a one times annual salary life insurance benefit and includes accidental death or dismemberment. Employees also have the option of purchasing supplemental life insurance for themselves, their spouses, and their children through the same carrier, which provides the group life insurance plan. The pamphlets distributed at orientation describe these plans in greater detail. Employees may apply for supplemental insurance at any time during the year with approval being determined by the City's insurance carrier.

Article 14 Miscellaneous Provisions

A. Deferred Compensation Program

A deferred compensation program is offered to all Unit Members. The program offers a choice of several quality investment options. Each Unit Member is eligible for an individually designed deferred compensation plan. Further information regarding this program can be obtained by contacting Human Resources. Upon request, the City will meet and confer with the Union on the reallocation of any across the board increases provided pursuant to Article 16 Compensation to deferred compensation.

B. Credit Union

Unit Members are eligible to join several local credit unions. Information about available credit unions is distributed during orientation and available from Human Resources.

C. Educational Assistance

The Educational Assistance Program shall be offered to all Unit Members. Tuition, application, registration and book fees will be reimbursed at the rate of seventy-five (75%) percent of the actual cost up to a maximum of one thousand five hundred dollars (\$1,500.00) per fiscal year for study toward an Associate's degree, up to two thousand dollars (\$2,000.00) per fiscal year for study toward a Bachelor's degree, and up to two thousand five hundred dollars (\$2,500.00) per fiscal year for study toward a Master's or Doctoral degree. Refer to the City's Education Assistance Program policy for additional information.

D. Issues Committee

The City and Union agree to maintain the Issues Committee made up of Unit and Management Members. The Committee shall meet three times a year and have an established agenda. Either the Union or the City may request additional Issues Committee meetings.

The purpose of this committee will be to regularly discuss issues of concern to both the Union and the City.

The meeting schedule will be set in advance and the dates agreed to by both sides. Any agenda items from the City or Union will be submitted to the Human Resources Manager one week prior to the scheduled meeting, and an agenda will be distributed to all parties prior to the meeting.

Three SEIU members plus the Union representative will participate, as will four employees representing City management. Each side can bring additional employees or experts as needed for relevant subject matter. Prior notification to the other side will be provided, and failure to provide advance notification may result in the additional employee or expert being excluded from the meeting. Any meeting cancellations should be made known to the other party at least 24 hours in advance of scheduled meetings or as soon as possible.

E. Personnel Files

- a) Upon request, a Unit Member shall be entitled to review the contents of his/her Personnel file.
- b) No documents shall be placed in a Unit Members Personnel file without providing the Unit Member a copy.
- c) See also Article 17 Written Reprimands for additional information regarding removal of written reprimands in the personnel file.

F. Evaluations

Management shall issue evaluations in a timely manner. If an evaluation has not been completed within thirty (30) calendar days after an employee's annual anniversary due date, they will be advanced to the next step in the salary schedule not to exceed the top step of the range.

Evaluations shall be excluded from consideration in determining layoff order.

G. Boot Allowance

The City allowance shall be two hundred and twenty-five (\$225) dollars per calendar year. The allowance will be paid in two lump-sum payments of one hundred and twelve dollars and fifty cents (\$112.50) the first in January and second in July. Boot allowance must be used to purchase footwear that meets the safety specifications for the employee's position. Products directly related to the care of boots may be purchased by the employee using boot allowance money. Employees are responsible for replacing approved boots as necessary.

Employees hired in any month other than January or July, shall receive a lump sum payment of one hundred and twelve dollars and fifty cents (\$112.50) during the month he/she was hired or the following month, depending on hire date, and thereafter he/she shall receive the next regularly scheduled payments.

Employees on leave of absence at the time of the regular payments in January or July will have their boot checks held until such time as they return to work. Employees on a leave of absence that lasts more than ninety (90) days in a six (6) month period will receive a prorated boot allowance check.

H. Rest Periods

Every employee shall be granted a minimum of fifteen minutes rest period in each full (five hours for alternative schedules) four hour period; however, no such rest period shall be taken during the first or last hour of an employee's working day nor in excess of fifteen minutes without the express consent of the designated supervisor. To prevent the break from occurring in the last hour of the work day, break schedules may vary, as determined by

the supervisor, on the shortened work day for employees on a 9/80 schedule, such as the employee's Friday on where they work 8 hours instead of 9.

Management reserves the right to suspend any rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day nor compensated for in any form.

I. Safety

Management will make every reasonable effort to provide safe working conditions, and the Union will encourage all employees in this Unit to perform their duties in a safe manner.

Article 15 Stand-by Duty

When determined necessary by the Director or Division Manager, employees will be assigned stand-by duty. It shall be the responsibility of this employee to receive calls outside of his or her regular work hours, to be the initial responder to after-hour calls, and have the responsibility to assess the needs of the situation and respond accordingly.

Only employees with necessary training and experience in emergency field response, as determined by the Director and/or Division Manager, may serve stand-by duty.

1. Stand-By List

A stand-by list shall be prepared not less than quarterly, depending on departmental needs, showing all of the individuals assigned to stand-by duty. The duration of stand-by assignments may be daily or weekly depending on departmental needs. Whenever possible, volunteers will be utilized for stand-by duty.

2. Call-Back List

A call-back list shall be created on a weekly basis and consist solely of volunteers. This list shall be referred to in order to aid the stand-by employee in knowing which other employees may be available to be called into work in the event additional employees are needed to respond to a situation. Supervisory approval is required prior to calling any additional employees into work.

An employee shall not be placed on the stand-by or call-back list during the duration of any approved vacation or other approved leaves.

Role of Stand-By Employee

The stand-by employee shall be responsible for analyzing the situation, determining the resources needed to handle the situation, and for acquiring those resources. The employee will also be responsible for notifying his or her supervisor of the situation.

The employee will use his or her experience and discretion when allocating resources and notifying supervisory personnel.

The stand-by employee shall be assigned a City vehicle and cell phone to be carried with the employee at all times while on stand-by and used in the performance of assigned duties.

Availability, Response Time, Use of City Vehicle, and Conduct

It is essential for the stand-by employee to be reachable at all times and to remain within the required 45 minute response time to the City. Stand-by duty employees, upon being called to a work site, shall, at all times respond using the City vehicle, in uniform, and with the proper safety clothing and equipment.

The employee on stand-by duty is prohibited from personal use of the assigned City vehicle with the exception of commuting to and from the work site or for *de minimus* personal use (such as stopping for a personal errand within the 45 minute response area). However, at no time shall any person not employed by the City operate or ride in the City vehicle. Off-duty City employees may operate or ride in a City vehicle only for the purpose of transferring the stand-by duty vehicle.

At all times the employee on stand-by duty is to behave in a manner that reflects favorably upon the City and community they represent. Employees assigned stand-by duty shall refrain from use of alcohol or any other activity which would impair their ability to perform necessary job duties.

Should the employee assigned to stand-by be unable to complete his or her stand-by duty at any time during the assignment, the employee shall immediately notify his or her supervisor or Division Manager. A minimum 24-hour notification is required whenever possible. In this situation, the stand-by duty will be removed effective when the employee is no longer able to serve on stand-by. Stand-by duty may resume at their next regularly scheduled standby assignment or when they return to work at the determination of the Supervisor or Division Manager.

Employees legitimately using sick leave for other than their own illness while on standby status may continue to remain on stand-by status.

For more information on stand-by compensation, see Article 16C.

Article 16 Compensation

A. Salary

Effective the first full pay period in July 2016 represented employees will receive a two percent (2%) across the board cost of living adjustment (COLA).

In the first full pay period in July 2017, bargaining unit members in the 2.7% at 55 PERS plan will contribute an additional one percent (1%) toward their pensions (bringing the total employee contribution to 6%) in conjunction with a minimum cost of living adjustment of two and one half percent (2.5%) or, if greater, the same cost of living adjustment provided to the non-represented employees and effective the same date. (For example: in July 2017, this represented group will receive a minimum 2.5% COLA with a 1% give back for PERS resulting in a 1.5% pay increase. If COLA for non-represented is greater than 2.5%, the following calculation applies: If non-represented get 3% COLA and give back 1% for PERS, this results in 2% pay increase, then represented will get 3% COLA and give back 1% for PERS, resulting in a 2% pay increase.)

In the first full pay period in July 2018, bargaining unit members in the 2.7% at 55 PERS plan will contribute an additional one percent (1%) toward their pensions (bringing the total employee contribution to 7%) in conjunction with a minimum cost of living adjustment of two (2%) or, if greater, the same cost of living adjustment provided to the non-represented employees and effective the same date. (Same example as above.)

Represented employees in Retirement Tier 2 and 3 shall receive the same amount of the cost of living adjustment effective the same date as Tier 1 (2.7 at 55 PERS plan) bargaining unit members. (These groups receive the full COLA because they already pay the full employee cost for their pension.)

B. Overtime

1. Definition of Overtime

Employees shall receive overtime compensation at the rate of time and one-half for all hours worked in excess of 40 hours during their assigned workweek. Paid time off shall be considered time worked for overtime purposes. The basic form of compensation for earned overtime will be cash.

2. Compensatory Time Off

Unit employees may request, and the Director or Division Manager may approve or disapprove, requests that overtime be compensated in compensatory time off at the rate of one and one half (1.5) the hours worked. The maximum accrual of compensatory time shall be forty-eight (48) hours for any employee. Once the forty-eight (48) hour limit is reached, all overtime will be compensated in cash. Employees may request to use compensatory time off subject to the same rules for approval of vacation.

Any unused compensatory time off in excess of 1.0 hour as of December 31 of any year shall be paid in cash, unless the employee requests that it be carried over to the next calendar year. Compensatory time off of 1.0 hours or less will be carried over.

3. Pre-scheduled Overtime

Opportunities to sign-up for pre-scheduled overtime will be posted at least five (5) working days in advance of the need for the overtime. Pre-scheduled overtime shall be compensated for the additional time actually worked. Should the time spent working this pre-scheduled overtime cause the employee's total weekly reported hours to exceed 40, the additional time will be compensated at the rate of one and one half (1.5) times the employee's regular rate of pay.

If the pre-scheduled overtime starts between the hours of 10:00 P.M. and 2:00 A.M., the employee will be paid for a minimum of four (4) hours of time worked or the actual time worked, whichever is greater.

4. Definition of Contiguous

Contiguous is defined as call-back hours that run up to two (2) hours before the beginning an employee's regularly assigned work hours or occur before an employee has left work, however, if an employee is called back between the hours of 10:00 P.M. and 2:00 A.M., the employee will be paid for a minimum of four (4) hours of time worked or the actual time worked, whichever is greater.

C. Stand-by Compensation

Employees on stand-by duty shall be compensated at an hourly rate of four dollars (\$4.00) upon the ratification of this MOU for each hour outside the normal workday for the period they are on stand-by status. Stand-by pay is not considered time worked and shall not be used in the calculation of overtime pay.

D. Call-Back Compensation

Unless contiguous to the regular work schedule the employee on stand-by who is called back to work shall receive a minimum of two (2) hours pay for time worked or the actual time worked whichever is greater. The call back pay begins from the time the stand-by employee receives the phone call to report to work and ends when the employee returns home.

Unless contiguous, the employee on off-duty status shall receive a minimum of four (4) hours of pay for time worked or the actual time worked whichever is greater. The call back pay begins from the time the employee receives the phone call to report back to work and ends when the employee returns home.

Call-back calls that are contiguous to the employee's regular work schedule will be compensated for the actual time worked.

Multiple Calls

While the employee is receiving call-back pay for the minimum two-hour pay or four-hour period, as appropriate, he/she is considered to be working even if the employee has completed the work and/or returned home.

Any additional emergency calls received while the employee is still responding to the initial call or during the two-hour or four-hour minimum pay period, as described above, are considered part of the initial call and do not result in being paid for a second two- or four-hour period. If the second or third calls extend beyond the initial two-hour or four-hour time period, the employee will be paid for the additional time worked.

E. Shift Differential

Effective upon the ratification of this agreement, employees whose regular work schedule includes Saturday or Sunday shifts or both shall receive an additional two and one-half percent (2.5%) of base pay. Upon moving to a position that does not include a Saturday and/or Sunday shift or upon changing to work schedule that does not include a Saturday and/or Sunday shift, the 2.5% shift differential will be removed effective with the date of the change.

F. Out-of-Class Pay

With the approval of the City Manager, regular or probationary employees may be assigned to a higher level classification and performing a majority of higher-level duties, in the case of unusual extended leaves and/or vacancies of 15 consecutive calendar days or more as a professional growth and development opportunity. Assignment must last for a minimum of 15 consecutive calendar days to a maximum of six consecutive months. The City Manager may approve extending the length of an assignment. Employees appointed to an Out-of-Class Assignment will be compensated, at City Manager discretion, at not less than a 5% increase over their current salary, to a maximum of E step of the higher level classification. Benefit levels will remain unchanged for the duration of the Out-of-Class Assignment. Compensation changes will be effective with the first day of the Out-of-Class Assignment and continue through the end of the assignment.

G. Certificate/License Pay

The City and SEIU Local 721 have agreed to continue the Certification/License Pay program based on a philosophy where by unit members are encouraged and provided incentives to gain education and certifications that are beyond the minimum qualifications for their respective jobs while providing growth and development opportunities for the member and at the same time benefiting the City by increasing efficiency and effectiveness of job performance.

The Certificate/License Pay program is funded by the City beginning on January 1, 2013, and continuing through the end of the contract. Funding is used to cover all approved

certificates/licenses for members and not limited to the funding received from a specific division or area.

Certificate/license pay compensation will be provided at the rate of \$30.00 per certificate/license per month (\$15 per pay period) with the exception of Class A and B Commercial Driver Licenses for which the compensation rate is \$60.00 per month (\$30 per pay period). Payments are made 24 times a year. Payment for City approved certificates will be limited as set forth below.

Building Inspection – Building Inspectors

- 2 Accessibility Inspector/Plans Examiner

Code Enforcement

- 2 Property Maintenance and Housing Inspectors
- 2 Zoning Inspectors
- 1 Combo Building Inspector Certification

Parks Maintenance – Grounds and Facilities positions

- 3 Pesticide Applicator Licenses and/or Advisor (Groundskeeper classes only)
- 4 Commercial Drivers Licenses (Class A)
- 2 Confined Space Certificates (Maintenance Worker/Specialist classes only)
- 2 Playground Inspector Certificates
- 2 HVAC

Aquatics Specialist

- 2 Hazwoper 40-hour training

Public Works Inspector – Public Works Inspectors

- Completion of a Public Works Certificate (Level 1, 2 or 3) from a community college or approved professional organization (maximum of 1 of these certificates per employee)

General Services - Street Maintenance

- 10 Commercial Driver Licenses (Class A)
- 4 Commercial Driver Licenses (Class A or B) in Stormwater
- 2 Pesticide Applicators Licenses

General Services - Facilities

- 1 Playground Inspector Certificate

Environmental Services – Stormwater

- 4 Commercial Driver Licenses (Class A or B)
- 2 Pesticide Applicators Licenses

Urban Forestry – Tree Trimmers

- 1 Commercial Driver License (Class A or B)

- 1 Pesticide Applicator License

Vehicle Maintenance Mechanics

- 4 Commercial Driver Licenses (Class A)
- 2 BIT Inspectors

Initially, each member may receive pay only for one certificate or license. Additional certificate/license pay may be granted. If more than the allowable number of employees is seeking a given certificate, the department will designate the individual to receive the pay based on the most direct job related need. If the need is equal, the employee with the greatest length of City service as a regular employee will receive the certificate/license pay. Eligible employees will be permitted to attend training and examinations on City time with supervisory approval.

Any issues/problems with the implementation of this program will be referred to the Issues Committee.

Article 17 Written Reprimands

After receipt of written reprimand, the employee may request a review of the reprimand to the issuing authority within five (5) working days. Said review may include an oral response and/or a written response. The issuing authority's decision may be to rescind the document, to modify the document or to attach the employee's written response to the document with no change in content. The employee shall be notified, in writing, of the decision of the issuing authority. The employee may request that said decision be reviewed by the Director, if applicable, within five (5) days after said notification. The same review process shall be conducted as stated above. The employee may request the above decision be reviewed by the Human Resources Manager, within five (5) days after said notification. The same review process shall be conducted as stated above.

Employees may also request, in the absence of any further disciplinary or performance issues of a similar nature for a period of two (2) years that a written reprimand be removed from their personnel file. Such request may be granted at the discretion of the Human Resources Manager. If said request is denied, the Human Resources Manager will provide a written reason for the denial to the employee. The decision of the Human Resources Manager shall be final with no further review of the reprimand or warning.

Article 18 Performance Evaluations

After receipt of performance evaluation, the employee may request a review of the evaluation to the issuing authority within five (5) working days. Said review shall include a written response. The issuing authority's decision may be to rescind the evaluation, to modify the document or to attach the employee's written response to the evaluation with no change in content. The employee shall be notified, in writing, of the decision of the issuing authority. Employees may request that the Human Resources Manager review their evaluation with the employee's Director within five (5) days after said notification. The same review process shall be conducted as stated above. The decision of the Director shall be final with no further review of the evaluation.

Article 19 Voluntary Political Contributions

The City agrees to allow employees to make voluntary political contributions to the Union's Political Action Committee through payroll deduction. Any employee interested in making such contributions shall authorize the City in writing on a form, which clearly indicates that the funds will be used for political purposes and that the contribution is voluntary in nature. The Union will abide by all Federal and State laws regulating such contributions and shall indemnify the City in the event of litigation arising from this provision.

Article 20 Contracting Out Unit Work

The City agrees that no bargaining Unit work will be contracted out if it would result in the displacement of Unit employees during the term of this Agreement, unless the City has given prior notice to the Union prior to the formal solicitation of bids and met and conferred on the impact of the contracting out.

Article 21 Severability

In the event that a court finds any provision(s) of this MOU to be invalid, the parties agree that the remaining provisions remain in effect.

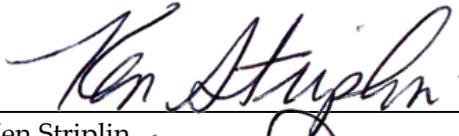
Article 22 Full Understanding

It is understood this Agreement represents the complete and final understanding on all negotiable issues between the City and the Union. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the City and the Union, except as specifically referred to in this Agreement. All ordinances or resolutions not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter which may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and any action is proposed by the City, the Union shall be afforded notice and shall have a right to meet and confer upon their request.

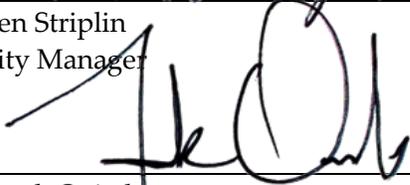
Article 24 Contract Term

The term of this contract shall be for a period of three and one-half years beginning July 1, 2016 through June 30, 2019.

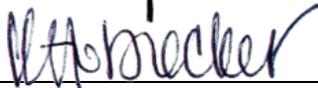
CITY OF SANTA CLARITA



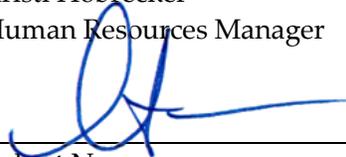
Ken Striplin
City Manager



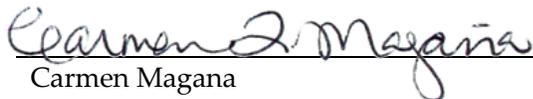
Frank Oviedo
Assistant City Manager/Personnel Officer



Kristi Hobrecker
Human Resources Manager



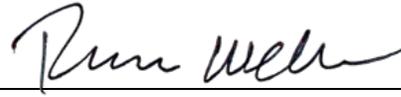
Robert Newman
Director of Public Works



Carmen Magana
Finance and Technology Manager

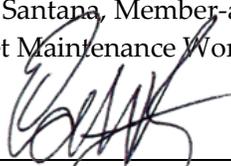
SERVICE EMPLOYEES

INTERNATIONAL UNION (Local 721)



Russ Wells, President
Building Inspector

Paul Santana, Member-at-Large
Street Maintenance Worker



Eddie Ryan, Sergeant-at-Arms
Vehicle Maintenance Worker

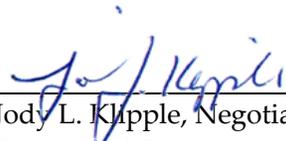


Larry Leach, Member-at-Large
General Maintenance Worker



Pete McJunkin, Member-at-Large
Aquatics Specialist

Approved as to form:



Jody L. Kipple, Negotiator
SEIU Local 721

ATTACHMENT A

Aquatics Specialist
Building Inspector I & II
Code Enforcement Officer
Groundskeeper I
Groundskeeper II
General Maintenance Specialist
General Maintenance Worker
Public Works Inspector
Street Maintenance Worker
Tree Trimmer
Vehicle Maintenance Mechanic
Vehicle Maintenance Technician

City of Santa Clarita

July 1, 2016, through June 30, 2019



SEIU Local 721

1545 Wilshire Blvd Ste 100

Los Angeles CA 90017-4510

Questions? Call the Member Connection (877) 721-4YOU

www.seiu721.org

[facebook.com/seiu721](https://www.facebook.com/seiu721) twitter.com/seiu721