

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SHAFTER PUBLIC WORKS UNIT

OF THE

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 521**

AND

CITY OF SHAFTER

JANUARY 1, 2022 TO DECEMBER 31, 2023

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ARTICLE I - GENERAL PROVISIONS

SECTION 1.1 PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of Shafter, hereinafter referred to as the "City" and the Shafter Public Works Unit of the Service Employees International Union (SEIU), Local 521, hereinafter referred to as the "Association" pursuant to California Government Code Section 3500, et seq. and the City's Employer - Employee Relations Policy. The purpose of this MOU is the establishment of wages, hours and other terms and conditions of employment.

The City and Association agree that the provisions of this MOU shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, age, national origin, political or religious affiliations or association memberships. Whenever the masculine gender is used in this MOU, it shall be understood to include the feminine gender.

SECTION 1.2 RECOGNITION

a. The City recognizes the Association as the recognized and exclusive representative for the following:

Laborer I	Laborer II	Equipment Operator
Maintenance Worker	Mechanic	Parks Foreman
Utility Operator I	Utility Operator II	Utility Technician

b. This recognition is exclusive of management employees, temporary employees, part-time employees, independent contractors and individuals placed by employment agencies.

c. The City agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), and as provided under the City's Employer-Employee Relations Policy.

SECTION 1.3 NEW EMPLOYEE ORIENTATION

The City will notify Union's designated representative in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Union's designated representative with electronic notification of the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The new hire will receive a copy of the MOU with his/her new employee orientation packet. Union shall be permitted one (1) hour of each orientation session to talk to new bargaining unit members to explain the rights and benefits under the MOU. It is understood that if the Union steward/officer wishes to make a presentation at New Employee Orientation on behalf of the Union, the steward/officer shall be granted release time with reasonable travel time for the presentation if it falls within his/her normal workday. The City shall not discourage an employee's participation in the Union's presentation. Taking into consideration Government Code Section 6254.3, the City will provide the Union's designated representative a quarterly list of all employees in the represented bargaining unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

Union shall defend, indemnify and hold City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with this employee access provision with the exception of liability caused by City's own negligence.

SECTION 1.4 SEVERANCE

- a. If any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision shall be severed, and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.
- b. In the event that any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and Association agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the Agreement and shall not in any way modify or impact the remaining provisions of the existing MOU.

SECTION 1.5 SOLE AGREEMENT

- a. The City and Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- b. If during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and Association. Any such changes validly made shall become part of this MOU and subject to its terms.

SECTION 1.6 FULL FORCE AND EFFECT

- a. All wages, hours, and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in this MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- b. The City will abide by the Meyers-Milias-Brown Act where and when it applies to the Association.

ARTICLE II - RESPECTIVE RIGHTS

SECTION 2.1 ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

- a. Reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council.
- b. Reasonable use of bulletin board space at City facilities.
- c. The right to payroll deductions made for payments of organization dues and for City approved programs.
- d. The use of City facilities for regular, normal and lawful Association activities, providing that approval of the City Manager or his/her designee has been obtained.
- e. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

SECTION 2.2 CITY RIGHTS

- a. The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments set standards and levels of service, determine employment standards, direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or funds or for other legitimate reasons, maintain the efficiency of governmental operations, maintain fiscal integrity, determine the methods, means and personnel by which government operations are to be conducted, establish a classification plan, take all necessary actions to carry out its mission in emergencies, and exercise complete control and discretion over its organization and the technology of performing its work.
- b. In addition, the City retains the exclusive right, subject to the provisions of this MOU, the Personnel Rules, and the Meyers-Milias-Brown Act, to take other actions, make decisions, or set procedures or policies it deems appropriate.

ARTICLE III - GRIEVANCE PROCEDURE

SECTION 3.1 GRIEVANCE PROCEDURE

- a. Purpose
 1. To afford employees a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
 2. To provide that grievances shall be settled as near as possible to the point or origin and as promptly as possible.
 3. To provide that grievances shall be conducted as informally as possible.
- b. Definitions
 1. A grievance is a formal allegation of violation, misapplication, or misinterpretation of a specific provision of this MOU which adversely affects the grievant.
 2. A complaint is any decision affecting an employee's employment over which his/her appointing power had partial or complete jurisdiction. Complaints shall be processed through the grievance procedure except; however, the decision of the City Manager is final and no appeal to the City Council is available.
 3. A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplication or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.
 4. A day shall mean a day in which the City's main administrative office is open for business.
- c. Process
 1. Informal Resolution: within five (5) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have knowledge of such an event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. A supervisor shall have three (3) days to give an answer to the employee.
 2. Formal Levels:
 - a. Level 1: if a grievant is not satisfied with the resolution proposed at the informal level, he/she may within ten (10) days of the receipt of such answer, file a formal written grievance with his/her Department Head on a

form containing a statement describing the grievance, the section of this MOU allegedly violated and the remedy requested. The Department Head or his/her designee shall, within five (5) days have a meeting with the grievant and within five (5) days thereafter give a written answer to the grievant on the form provided.

b. Level 2: if the grievant is not satisfied with the written answer from the Department Head, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the City Manager. Within ten (10) days of the receipt of the written appeal to the City Manager or his/her designee, shall investigate the grievance which shall include a meeting with the concerned parties and thereafter give written answer within five (5) days after the hearing. On complaints, the decision of the City Manager is final.

c. Level 3: if the grievant is not satisfied with the written answer from the City Manager, the grievant may, within five (5) days from the receipt of such an answer, file a written appeal to the City Council. Within fifteen (15) days of receipt of the written appeal, by the City Clerk, the City Council shall investigate the grievance which may include a meeting with the concerned parties and thereafter give written answer.

d. General Provisions:

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a Supervisor, Department Head, or City Manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level.
3. The grievant may be represented by himself, a SEIU Staff Representative or Shop Steward at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Proof of service shall be accomplished by registered mail or certified mail.

ARTICLE IV - HOURS OF WORK AND OVERTIME

SECTION 4.1 HOURS OF WORK

a. Work Period

The normal work period shall be seven (7) days with a maximum non-overtime of forty hours (40). The work period shall commence at 0000-hour Saturday and end at 2400 hours Friday. Shift periods shall be assigned in nine (9) hour increments, with a one-hour (1) non-paid meal period in between.

b. Rest Periods

Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four (4) hours worked. Rest periods are paid time, therefore nothing in this section provides for or implies any additional compensation or benefits if a rest period is not received.

SECTION 4.2 OVERTIME

a. Rate

Employees shall be paid overtime at the rate of time and one-half his/her regular rate of pay. All overtime shall be recorded and paid based on fifteen (15) minute increments. For each full fifteen (15) minute period worked, the employee shall be compensated for one quarter (1/4) hour of overtime.

b. Hours Paid

Overtime shall be paid after forty (40) hours worked in a work period. Vacation leave, sick leave, and compensatory time off constitutes hours worked.

c. Compensatory Time Off (CTO)

Notwithstanding the provisions of this section, employees may be granted CTO for overtime credit computed at time and one-half at the discretion of the Department Head and with due regard for the wishes of the employee. Employees may accrue a maximum of one-hundred twenty (120) hours in their CTO account. Requests to use CTO shall be granted with due regard for operational necessity such as staffing levels.

SECTION 4.3 CALLBACK PAY

Employees called to duty at a time they are not working shall be compensated at the rate of time and one-half the employee's regular rate of pay with a minimum compensation of two (2) hours.

SECTION 4.4 STANDBY PAY REGULAR DAYS OFF

Employees directed to remain on call at his/her home on his/her normal day off, shall be compensated at the rate of two hours pay per standby of such service at home. All standby assignments shall be authorized in advance, by the City Manager. Employees shall be paid the standby pay or the employee's regular hourly rate for time actually worked to the nearest half hour, whichever is greater.

ARTICLE V - PAY PROVISIONS

SECTION 5.1 SALARY

- a. Effective January 1, 2022, all recognized employees shall receive an increase to base salary equal to two and one-half percent (2.5%).
- b. Effective January 1, 2023, all recognized employees shall receive an increase to base salary equal to two and one-half percent (2.5%).
- c. Employees hired on or after January 1, 2013, and identified as a "New Member" by the California Public Employees Retirement System as defined in Government Code Section 7522.04(e,f) shall receive "New Member Premium Pay" equal to 50% of the annual normal cost rate for CalPERS 2%@62 Miscellaneous formula. The City and Association agree that the actual percentage may vary slightly due to rounding.
- d. Salary step increases to Steps B, C, D, and E shall be considered merit increases. Employees shall be eligible for advancement to the next step upon completion of twelve (12) months of satisfactory job performance and normally increasing job productivity at the present step, and upon recommendation of the Department Head and approval of the City Manager. Advancement to Steps B or C shall be automatic after employees have completed twelve months of employment at the preceding Step when a performance appraisal report is not completed, and a recommendation is not made.
- e. The City will complete a Public Works Department reorganization structure by April 1, 2022.

SECTION 5.2 EDUCATION INCENTIVE PAY

Employees shall be reimbursed up to three-thousand dollars (\$3000) in a calendar year for expenses incurred for taking college courses and other certification courses under the following conditions:

- a. Prior Department Head and City Manager approval is obtained.

- b. The course furthers a job related major as approved by the City Manager or his/her designee.
- c. College courses require a minimum three (3) units completed with a grade of "C" or better.

SECTION 5.3 BILINGUAL SPANISH INCENTIVE PAY

Employees designated by the Department Head or his/her designee to utilize Spanish bilingual skills and pass the City's bilingual exam shall receive incentive pay at one hundred (\$100.00) dollars per month, in addition to base salary.

SECTION 5.4 RETIREMENT

- a. The City will contract with the California Public Employees Retirement System and agrees to pay the employee's 7%- member contribution for employees hired on or before December 31, 2012. The plan benefits consist of 2%@55 Full Formula for Local Miscellaneous Members; Limit Prior Service to Members Employed as of Contract Date (GC 20938); Credit for Unused Sick Leave(GC 20965); Local System Service Credit included in the Basic Death Benefit (GC 21536), and One-Year Final Compensation (GC 20042).
- b. Employees hired on or after January 1, 2013, and identified as a "New Member" as defined in GC Sections 7522.04(e,f) shall be subject to California Public Employees Retirement 2%@62 Miscellaneous formula (GC Section 7522.20(a)); three year final compensation (GC 7522.32(a)). Members shall contribute 50% of the annual normal cost rate to the retirement formula (GC Section 7522.30(c)).
- c. Employees hired on or after January 1, 2013, who are not identified as a "New Member" of the California Public Employees Retirement System as defined in GC Section 7522.04(e,f), shall be subject to the Local Miscellaneous 2%@55 full-formula available on December 31, 2012. The City agrees to pay the employee 7% member contribution.

SECTION 5.5 SICK LEAVE

- a. Sick leave accrues at a rate of 3.6923 hours bi-weekly. There is no limit to the accumulation; however, the maximum shall revert back to one hundred twenty (120) days in the event of legislation requiring cities to provide conversion rights.
- b. Employees with at least 480 hours of accrued sick leave shall be eligible for the Stay Well Bonus. For purposes of sick leave accounting, the annual period shall be December 1 through November 30. All unused sick leave above 480 hours will be used for calculating the employee's stay well bonus paid on or around December 15.

Net sick leave earned and not used during the annual period will be divided in half. One-half will be paid to the employee at the employee's current base hourly rate and the remaining one-half shall remain as regular sick leave. Except in the case of retirement, employees leaving City service who have at least 480 hours of accrued sick leave shall be paid a stay well bonus at the same time as their final payroll check, using the formula described above and based upon their accrued and used sick leave from the end of the last annual period through their date of separation.

- c. Upon service retirement, disability retirement, or death of active employees, such employees will be paid for all sick leave accrued in excess of 640 hours at the rate for which it was earned.
- d. Employees may use sick leave as defined in the City of Shafter Administrative Policy Sick Leave.
- f. Employees employed as of July 1 who do not use any sick leave during the period July 1 through June 30, shall be credited on July 1 of the following fiscal year, with one eight (8) hour floating holiday. Sick leave paid according to Section 5.5 b shall not be considered as sick leave used for the purposes of determining eligibility for Section 5.5.e. The floating holiday cannot be carried over to the next fiscal year. Use of a floating holiday must have prior department approval and shall be consistent with the efficient operation of the department.

SECTION 5.6 VACATION LEAVE

- a. Employees having less than one (1) year continuous employment shall not be entitled to vacation with pay without Department Head and City Manager approval.
- b. Vacation days are based on an 8-hour day and shall be credited on a pro-rated basis as follows:
1. Ten days (80 hours) of vacation after one (1) year of service. Accrual begins on date of hire.
 2. Fifteen days (120 hours) of vacation after five (5) years of service. New accrual rate begins at the completion of the 5th year of service.
 3. Seventeen days (136 hours) of vacation after ten (10) years of service. New accrual rate begins at the completion of the 10th year of service.
 4. Twenty days (160 hours) of vacation after fifteen (15) years of service. New accrual rate begins at the completion of the 15th year of service.
 5. Twenty-five days (200 hours) of vacation after twenty (20) years of service. New accrual rate begins at the completion of the 20th year of service.
- c. Employees hired prior to July 1, 2000, may accrue no more than three times the annual accrual at their current accrual rate. Employees hired on or after July 1, 2000, may accrue no more than two times their annual accrual at their current accrual rate. Employees reaching their maximum accrual limit will stop accruing until the balance is below the maximum accrual limit. The table below is provided as an example of accrual rates and maximum accrual limits and may not be all inclusive. Additional accrual rates will be subject to the two- and three-year maximum accrual limits based on date of hire indicated above, unless otherwise noted.

Date of Hire Prior to July 1, 2000		Date of Hire on or after July 1, 2000	
Bi-weekly Accrual Rate	Maximum Accrual	Bi-weekly Accrual Rate	Maximum Accrual
3.077	240 Hours	3.077	160
4.615	360 Hours	4.615	240
5.231	408 Hours	5.231	272
6.154	480 Hours	6.154	320
7.692	600 Hours	7.692	400

- d. The time during a year at which employees may take vacation shall be determined by the Department Head with regard for the wishes of the employee and particular regard for the needs of the City.
- e. Employees who terminate employment shall be paid in a lump sum for all accrued vacation earned up to the effective date of termination.
- g. In the event one or more holidays fall within a vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.
- h. Employees who have accrued at least one hundred and twenty (120) hours of vacation time shall be allowed to cash-out up to a maximum of forty (40) hours of vacation time annually.

Employees who have accrued at least two hundred and forty (240) hours of vacation time shall be allowed to cash-out up to a maximum of eighty (80) hours of vacation time annually.

Vacation cash-out will be paid twice a year; on or before May 31st and November 30th. Request must be received by Human Resources no later than the first payday in May and/or November. Accrual balance on the first payday in May and/or November will be used to determine eligibility. Under no circumstances will the total

number of hours eligible for cash-out exceed eighty (80) hours annually.

Employees may elect to be paid by separate check and/or contribute to the ICMA 457 Deferred Compensation Plan for all vacation cash-out hours eligible to be paid out.

SECTION 5.7 HOLIDAYS

- a. The following are city paid eight (8) hour holidays:

No.	Holiday	Date	Hours
1	New Year's Day	January 1	8
2	Washington's Birthday	3 rd Monday in February	8
3	Memorial Day	Last Monday in May	8
4	Independence Day	July 4	8
5	Labor Day	1 st Monday in September	8
6	Thanksgiving Day	4 th Thursday in November	8
7	Day after Thanksgiving	4 th Friday in November	8
8	Christmas Eve	December 24	8
9	Christmas Day	December 25	8
10	New Year's Eve	December 31	8
11	Martin Luther King Jr	Floating Holiday	8
12	Veterans Day	Floating Holiday	8

- b. The two floating holidays listed above are earned on a fiscal year, July 1 to June 30, and do not carry over to the next fiscal year. Employees hired on or before November 11 shall receive two (2) floating holidays. Employees hired after November 11 shall receive one (1) floating holiday. Floating holidays must be used by June 30 with the approval of the department head and shall be consistent with the efficient operation of the department.
- c. In addition, any day proclaimed by the Shafter City Council as a holiday.
- d. Employees shall normally take a holiday off on the day it falls, except that when a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.
- e. Employees assigned to work on holidays shall be compensated in the pay period for which holidays are worked. Holiday compensation shall be at time and one half for all hours worked during the holiday, in addition to the eight (8) hours straight time of holiday pay.

SECTION 5.8 BEREAVEMENT LEAVE

- a. Employees shall be entitled to three (3) days bereavement leave in the case of death of his/her spouse, child, stepchild, parent, stepparent, grandparent, spouse's grandparent, grandchild, son-in-law, brother-in-law, sister-in-law, daughter-in-law, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister and registered domestic partner.
- b. Employees may be granted five (5) days bereavement leave as approved by the City Manager in case of a death of an above covered individual when the funeral takes place out of State or over 200 miles from Shafter.

SECTION 5.9 MILITARY LEAVE

Military leave shall be granted according with the provisions of State law. Employees shall give the Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 5.10 OUT OF CLASS PAY

Employees assigned by the Department Head to a higher paying position for a period of more than ten (10) consecutive normal workdays shall be paid at the higher paid position rate for all days worked in that position

Employees assigned to higher paying positions on an ongoing but intermittent (non-consecutive) basis as determined by the Department Head and approved by the City Manager, may be eligible to be paid at the higher position rate for full days worked in the higher class.

The rate shall provide at least a 5% increase except in no case shall the employee receive higher than the E step of the higher paid position.

SECTION 5.11 ON CALL CELL PHONE PAY

Employees required by the Department Head to be on call and required to carry a cell phone, shall be compensated at \$20 per day

SECTION 5.12 CERTIFICATION INCENTIVE PAY

The City shall provide an incentive to obtain a level of specialized certification beyond what is required by the job, provided the certification is in a job-related subject. Interim certification is excluded.

Specific Certifications eligible for Incentive Pay must be approved by the Department Head and City Manager prior to inclusion in the Incentive Pay Program. Eligible specific Certifications must be directly related to an employee’s job duties but NOT a qualifying requirement of the position. New Certifications or levels of Certifications must be approved by the Department Head and City Manager and will not become eligible for Incentive Pay until added to the MOU. Incentives are cumulative; however, no combination of Incentive Pay certifications shall result in a total Incentive greater than 5% of Base Pay.

Currently approved certifications and Incentive Pay levels are as follows:

Water Distribution/Treatment Certifications:	D1/T1	No Incentive
	D2/T2	2.5%
	D3/T3	1.0 %
	D4	1.0%
Arborist Certifications:	ISA Arborist	2.5%
	add Tree Risk Assess.	0.5%
	add Arborist Muni Spec.	0.5%
ASE Certification	ASE G1 and A1-A8 Master	No Incentive
	add ASE Medium/Heavy Truck	1.0%
	add ASE Transit Bus Master	1.0%

SECTION 5.13 PAY SCHEDULE

- a. Employee pay shall operate on a bi-weekly pay schedule; including 80-hour work periods with 26 work periods per year.
- b. The payroll cut-off for both, overtime and regular time, shall be one week prior to payday.
- c. Employee shall be paid for actual hours worked (or paid time off used) during the pay period.
- d. Payday shall be on the Friday following the payroll cut-off date. If payday falls on a holiday, employees shall be paid on the business day before the holiday.
- e. Employees shall be subject to mandatory participation in the direct deposit of their City payroll checks to a bank account of their choice.

- f. The Association agrees to meet in good faith and cooperate with the City during the implementation of the new timekeeping system.

SECTION 5.14 PREMIUM PAY

- a. No later than December 10, 2021, all recognized employees who worked in an essential position during the COVID-19 Pandemic during the period from March 4, 2020 to September 30, 2021, shall receive a lump sum net essential premium payment of \$5,000. Employees must be actively employed on the date payment is made in order to be eligible.

ARTICLE VI - HEALTH AND WELFARE

SECTION 6.1 MEDICAL, DENTAL, VISION AND LIFE INSURANCE COVERAGE

- a. The City agrees to pay one hundred percent (100%) of the medical, dental, and vision premiums on the base plans for employees and eligible dependents from January 1, 2022 through December 31, 2023. Employees electing to buy-up to the PPO plans shall pay a monthly contribution to the buy-up plans.
- b. The City shall provide employees a life insurance plan equal to the employee's annual base salary plus \$17,000.
- c. Subject to IRS Code 125 and insurance plan eligibility, the City shall pay \$353 monthly to employees who decline participation in the City's medical insurance plan. Proof of other insurance coverage is required. Retired employees are excluded.
- d. The City will pay one hundred percent (100%) of the City's group medical, dental and vision premiums for eligible retired employees plus one eligible dependent for a period of up to twelve (12) months immediately following the effective date of retirement. For the purposes of this subsection, eligible employees are those employees who retire from active status on a normal service retirement or disability (excluding deferred retirement) with at least 10 years of continuous full-time city service. For the purposes of this subsection, continuous full-time city service shall mean uninterrupted employment as a full-time employee. Authorized leaves of absences shall not be considered as a break in service. This benefit shall apply only to retired employees who continue coverage with the City's group medical, dental and vision insurance pursuant to COBRA. This benefit shall not apply to employees who are terminated.

SECTION 6.2 UNIFORM ALLOWANCE

- a. The City shall provide all employees with a minimum of five (5) uniforms. The City reserves the right to determine the uniform style and color. Unless otherwise mutually agreed, this uniform shall consist of work pants, work shirt, name patches, and city patches.

Job related, specific to duties performed safety equipment, jackets and/or boots will be provided once per fiscal year as determined by the department head or designee. Issuance of safety boots and jackets will be issued in the months of July each fiscal year.

- b. Employees who are provided uniforms, are required to wear these uniforms and report to work with them being clean and neat in appearance, unless this requirement is expressly waived by the City.
- c. Upon request, the City may grant an exemption from wearing the uniform set forth above. The City shall not be held liable for the cost of the repair or replacement of personal clothing damaged on duty. An employee exempted from the uniform as set forth in Section 6.2(a) shall be compensated an annual uniform allowance of \$350 to be paid in advance at the beginning of each fiscal year. Upon separation from employment, a prorated amount of the annual uniform allowance that was not earned will be deducted from the employee's final paycheck.
- d. All items as provided in Section 6.2(a) remain City property and are only to be used in accordance with city policy. Upon separation, all items must be returned by the employee. A prorated amount of any uniforms not returned will be

deducted from the employee's final paycheck.

- e. The City will provide a voucher to a designated vendor or reimburse field employees for expenses related to the purchase of a work-related jacket and/or boots, insoles/boot supports/inserts in the amount not to exceed \$300 per fiscal year. This benefit is pro-rated monthly for new employees. Employees who terminate employment are not eligible for payment of any unused portion of benefit.

SECTION 6.3 PROBATION

The probationary period for new employees and promotions shall be six (6) months. The City Manager shall have the authority to extend an employee's probationary period for a maximum of six additional months. There shall be no appeal procedure for probationary employees.

SECTION 6.4 USE OF CITY FACILITIES

City employees will not be permitted to use the City corporation yard and equipment for personal auto or home repair.

ARTICLE VII - CLOSING PROVISIONS

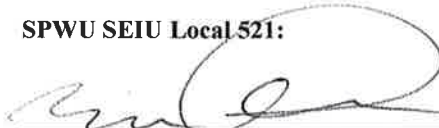
SECTION 7.1 TERM

The term of this MOU shall commence on January 1, 2022 and expire on December 31, 2022.

SECTION 7.2 SIGNATURES

This MOU has been ratified and adopted on December 7, 2021, pursuant to the recommendation of the following representatives:

SPWU SEIU Local 521:

 12-14-21

 SPWU SEIU Local 521 President Date

 12/14/21

 SPWU SEIU Local 521 Vice President Date


DocuSigned by:

 _____ 12/22/2021
 4F443A31FBD94C7...
 Delia Serrano, Internal Organizer Date

City of Shafter:

DocuSigned by:
 12/4/2022

 E3E7549B25F64C3...
 Gabriel A. Gonzalez, City Manager Date

DocuSigned by:

 _____ 12/23/2021
 150F5F3EE2194BC...
 Cathy L. Prout, Mayor Date