

# **Memorandum of Understanding**

**City of Santa Clarita and SEIU Local 721  
July 1, 2022 through June 30, 2025**

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**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 (SEIU 721 or Union) and the City of Santa Clarita (City) having met and conferred in good faith enter into this Memorandum of Understanding for the contract period of July 1, 2022 through June 30, 2025.

**Article 1            Recognition**

On October 3, 2001 Service Employees International Union 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 International 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, Union activity or any other protected classes under the California Fair Employment and Housing Act (FEHA) or applicable law.

**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. Dues Deduction**

Each month the City shall send to the Union in an excel spreadsheet, to [dues@seiu721.org](mailto:dues@seiu721.org), a list of all employees in the bargaining unit including: each employee's last and first name (alphabetized); employee number; amount collected (per pay period for the month); Exception Status (new hire, terminated, leave of absence, return from leave of absence, promoted out of Union position, return to Union position, transferred to Union position, terminated Union membership); and Address List Roster (employee number, last name, first name, street address, city, state, zip, job class title).

The City shall take the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via direct deposit twice a month. Payment is sent no later than the end of the following month.

### **B. Maintenance of Dues Payroll Deduction**

Employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deductions made by the City during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may revoke the

dues deductions during the twenty-one day period preceding the employee's date of hire anniversary within the last twelve months of this Memorandum of Understanding, by notifying the Union of their revocation of Union dues deductions. Such notification shall be in writing and contain the following information: employee name, employee identification number, job classification, department name, bargaining unit name or number and the name of the employer from which such deductions are to be cancelled. The union will inform the member of their dues deduction revocation upon request. The Union will provide the employer with the appropriate documentation to process these dues deduction revocations within ten (10) business days after the close of the withdrawal period.

**C. Committee on Political Education (COPE)**

Employees may make voluntary contributions to the Union's registered political action committees. The City shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the City by the next full pay period cycle.

**D. Indemnification**

Service Employees International Union Local 721 shall indemnify and hold the City, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions herein.

**E. 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.

**F. 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.

**G. 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.

**H. 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 their 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. Union stewards shall receive paid City time to attend Union Steward Training provided by the Union of up to 10 hours per year (cumulative). For example, 1 union steward would be authorized for up to 10 hours of training per year or 5 union stewards would be authorized for up to 2 hours of training per year. At least a week's notice, prior to the training date, must be provided by the union steward to their supervisor.

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.

**I. New Employee Orientation**

The City shall provide the Union written notice to the Worksite Organizer (WSO) and to [membership@seiu721.org](mailto:membership@seiu721.org) of Employer-wide new employee orientations, no

matter how few participants, and whether in person or online, at least ten (10) business days prior to the event.

Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance by the new hires is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for stewards to participate in the new employee orientations. "New hires" shall be defined to include any employee new to SEIU 721.

The City shall include in their new hire packet and distribute at the new employee orientations: the current Union membership and COPE forms, a copy of the Memorandum of Understanding (MOU) and the contact information of the Union Representative.

New hires shall be defined to include any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion. The City will notify the union of unrepresented employees being promoted into the union, and the union can contact the union employees directly and conduct their own orientation regarding union benefits.

**J. Membership Meetings**

A total of two hours of city time will be provided every other month for membership meetings. This two-hour time is inclusive of travel time and an unpaid 30-minute lunch period.

**K Organizational Leave**

A. Union Representative Leave of Absence. Pursuant to Government Code section 3558.8, the City shall grant to employee representatives, upon written request of the Union, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or representatives or officers of the exclusive representative, or of any statewide or national employee organization with which the Union is affiliated.

1. The Union shall reimburse the City for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before thirty (30) days after receipt of the City's certification of payment of compensation to the employee.
2. At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the

leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

3. The Union has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The City reserves the right to recall any employee on leave pursuant to these sections due to an emergency.
4. Compensation – Compensation for release time shall not exceed the employee representative’s standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the City as an employer. The employee shall earn full-service credit during the leave of absence and shall pay their member contributions. The leave of absence without loss of compensation or other benefits provided for by this section is in addition to the release time without loss of compensation or other benefits granted to representatives of the Union under applicable laws or this MOU.
5. Written Notice – Pursuant to Government Code sections 3505.3 and 3558.5, for leave requests for three (3) consecutive days or less, the Union shall submit a written request to the employee representative’s Department Head at least seven (7) days in advance of the requested leave of absence. For leave requests of greater than three (3) consecutive days, the Union shall submit their written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.
6. Approval or Denial of Leave – A request for leave of absence may be granted on a full-time, part-time, periodic, or intermittent basis and will be approved if it does not substantially interfere with the performance of City’s services and operations. If leave is denied, the Department Head shall provide the Union with written notification of the reasons why the requested leave is denied. If granting the requested leave would create an operational hardship for the City, the parties agree to meet and confer regarding the requested leave in order to identify mutually acceptable alternative dates or amount of leave.
7. Reporting – The Union or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the City to ensure that the time reporting is accurate, and that the employee is performing the duties of a steward or officer or representative of the Union during all reported working hours.
8. Indemnification – The City shall not be liable for an act or omission of, or an injury suffered by, an employee of the City if that act, omission, or injury occurs during the course and scope of the employee’s leave under this section to work for the Union. If the City is held liable for such an act, omission, or injury, the Union shall indemnify and hold harmless the City.

## **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 Union 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. (See Article 18 Performance Evaluations)
- 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, to the Director, within fifteen (15) calendar days after the informal discussion of the grievance with the immediate supervisor. All formal grievances shall state the reasons for the complaint and the employee's suggested solution.
- b. Once the formal grievance is presented to the Director, the Director shall discuss the grievance with the employee and/or the employee's representative. Within fifteen (15) calendar 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, within fifteen (15) calendar days present the formal grievance to the City Manager or their designee.

### Step 2

- c. Mediation: Prior to submitting the grievance to the City Manager or their designee, either the City or the employee may, within fifteen (15) calendar days after a decision by the Director, request the matter be referred to mediation and the matter shall proceed to mediation. 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. A confidential written Mediator's recommendation shall be presented to the City Manager or their designee and the Union. If the employee/Union is not satisfied with the Mediator's recommendation or the matter is not settled, the employee has fifteen (15) calendar days from receiving the mediator's recommendation to present the final grievance to the City Manager. 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 fifteen (15) calendar days of receiving the written decision from the Director, or if no decision is received, the employee may present a formal grievance to the City Manager or their designee. The City Manager or their designee shall discuss the grievance with the employee and the employee's representative. Within twenty (20) calendar days after meeting with the employee and the employee's representative, the City Manager or their designee shall render a written decision regarding its merits. The decision of the City Manager or their 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 including: 1) Promotional (Title-Change) Transfer means the movement of an employee from one job classification to a different job classification having the same pay grade but different essential

functions and 2) Promotion means the movement of an employee from one job classification to a different job classification having a higher pay grade.

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.

Lateral transfers defined as the movement of an employee to another work area to perform the same or similar job functions while maintaining the same job classification and same pay grade do not serve a probationary period.

- 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 the probationary period following a promotional appointment shall be reinstated or may choose to be reinstated to the position from which the employee was promoted for a period of four months. Employees rejected after the first four months of the promotional probationary period, will have the option of being offered a similar vacant job for which they meet the minimum qualifications and are qualified. If no vacancies exist, the employee will be placed on a re-employment list.
- 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 found in the Personnel Rules, Rule XII, Disciplinary Appeal Procedures. The City shall give written notice of these disciplinary appeal rights to all disciplined employees.

**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	Hours Accrued Per Pay Period	Total Days Per Year
0 - 4 years	3.0768 hours	10 days
5 - 9 years	4.6152 hours	15 days
10 years	4.9231hours	16 days
11 years	5.2308 hours	17 days
12 years	5.5385hours	18 days
13 -14 years	5.8462 hours	19 days
15+ years	6.1538hours	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
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus/Indigenous People's	Second Monday in October
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 floating holiday hours from January through October, but does not use the floating holiday by December of that same year, will be compensated at the employee's current rate of pay in the first paycheck the employee receives in February of the following year. Any employee who accrues floating holiday in November and December will have until June of the following year to use the leave. Any unused floating holiday earned in November or December will be compensated at the employee's current rate of pay in the first paycheck in August.

Employees who are normally scheduled to work on a weekend day where a City holiday falls on a working Saturday or Sunday, will have the holiday moved to coincide with the actual date the holiday is recognized (i.e., Saturday or Sunday). Example 1, if an employee is normally scheduled to work on Saturday and a holiday falls on Saturday, the holiday will be observed on Saturday, not the preceding Friday. The employee will receive holiday leave on Saturday instead of the preceding Friday. Example 2, if an employee is normally scheduled to work on Sunday and a holiday falls on Sunday, the holiday will be observed on Sunday, not the following Monday. The employee will receive holiday leave on Sunday instead of the following Monday. If an employee is asked to work on the Saturday or Sunday holiday, they will receive overtime pay.

### **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.

Qualifying leaves may also fall under the guidelines of the Family and Medical Leave Act or other statutory leave laws established by State and/or Federal law.

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 last pay period in 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. The program provides two options to participate and allows employees to convert sick time to cash or vacation each December as follows:

**Option 1:**

- No sick leave usage = 5 days (40 hours maximum) of conversion eligibility
- Up to 1-day sick leave usage = 3 days conversion eligibility
- Up to 2 days sick leave usage = 2-day conversion eligibility
- Up to 3 days sick leave usage = 1-day conversion eligibility

**Option 2:**

Employees who have a sick leave balance of at least 201 hours as of November 30 are eligible to convert a percentage of their sick leave balance to cash or vacation in December of the same calendar year. The amount of sick leave converted may be up to a percentage of a sick leave balance of 960 hours or the employee's sick leave balance at the time of processing, whichever is less, and shall be based on their longevity with the City as of December 31 of the calendar year as follows:

- Less than 5 Years of Service      Up to 10% conversion eligibility
- 5 – 9 Years of Service              Up to 15% conversion eligibility
- 10 – 19 Years of Service          Up to 20% conversion eligibility
- 20 or More Years of Service      Up to 25% conversion eligibility

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 for each eligible family member who passes away 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; parents; including parents-in-law; brothers or sisters; including brothers-in-law and sisters-in-law; grandparents; grandchildren; grandparents-in-law; aunts; uncles; 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. 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 balance 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 CalPERS 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 their 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. The City shall advise employees and grant eligible employees military-related leaves under the Family and Medical Leave Act (FMLA).

#### **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 workday 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 on 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 will be enrolled in the lowest cost health plan unless they show proof of enrollment in another health insurance plan. Employees not enrolled in a City health plan 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 may also enroll in dental and vision plans. The cost of health, dental, and vision coverage will depend on 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 or contributions towards its medical insurance plans.

### **Benefit Allowance**

A. **Effective January 1, 2018, there are two tiers for City-Paid benefit allowances:**

1. **Tier 1** includes employees hired into regular, benefitted positions before January 1, 2018.
2. **Tier 2** includes employees hired or re-hired after a break in service into regular, benefitted positions on or after January 1, 2018. Break in service is defined as when the employee voluntarily or involuntarily separates from city service and is later rehired.

B. **Tier 1 Benefit Allowance**

1. For Tier 1 active employees hired before January 1, 2018, who enroll in a City-provided health insurance plan, the maximum monthly benefit allowance will be based on the level of medical coverage selected (i.e., employee only, employee plus one, or family) and are currently as follows for calendar year 2022:
  - **Employee Only Coverage**: Up to \$1,426.12 to spend on medical, dental, and vision premiums.
  - **Employees Plus One Coverage**: Up to \$1,502.00 to spend on medical, dental, and vision premiums.
  - **Employee Family Coverage**: Up to \$1,647.00 to spend on medical, dental, and vision premiums.

C. **Tier 2 Benefit Allowance**

1. For Tier 2 active employees hired or re-hired after a break in service on or after January 1, 2018, who enroll in a City-provided health insurance plan, the maximum monthly benefit allowance will be based on the level of medical coverage selected (i.e., employee only, employee plus one, or family) and are currently as follows for calendar year 2022:
  - **Employee Only Coverage**: Up to \$633.00 to spend on medical, dental, and vision premiums.

- **Employees Plus One Coverage**: Up to \$1,261.00 to spend on medical, dental, and vision premiums.
- **Employee Family Coverage**: Up to \$1,647.00 to spend on medical, dental, and vision premiums.

### **Taxable Cash**

- A. Active employees hired before January 1, 2011, will receive a monthly taxable cash amount of \$1,016.58 less any applicable health, dental, and vision premiums.
- B. Active employees hired or re-hired after a break in service on or after January 1, 2011, who are not enrolled in a City-provided health insurance plan, will receive a monthly taxable cash amount equal to half of the employee only rate for the lowest cost CalPERS' health insurance plan available in Santa Clarita. The current amount is \$287.78.

Benefit allowances and taxable cash will be pro-rated for part-time, benefitted, regular employees based on their work hours and leave accrual hours used per pay period consistent with the Affordable Care Act and other applicable laws.

Future maximum benefit allowances and taxable cash amounts will match the allowances provided to unrepresented employees. Changes to future benefit contributions for active employees will be subject to City Council approval and the meet and confer process.

### **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. The calendar year maximum for Healthcare FSA in 2022 is two-thousand eight hundred and fifty dollars (\$2,850) and the maximum for Dependent Care FSA is five thousand dollars (\$5,000) or as otherwise allowed by the IRS or applicable law.

## **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:
- 50% upon completing 5 years of service with the City of Santa Clarita
  - 75% upon completing 10 years of service with the City of Santa Clarita
  - 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 established and updated by CalPERS.

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 documentation distributed at orientation describes these plans in greater detail. Employees may apply for supplemental insurance within (30) days of hire into a benefitted position at the City, during the City's annual open enrollment period, or upon experiencing an eligible qualifying event. Coverage is based upon approval 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.

### **Longevity Based Deferred Compensation City Contribution Match**

Eligible employees may receive a City contribution match to their 457 deferred compensation plans based on their longevity with the City as of December 31 of the calendar year as follows:

- 5 Years of Service Up to \$500 per calendar year
- 10 Years of Service Up to \$1,000 per calendar year
- 15 Years of Service Up to \$1,500 per calendar year
- 20 Years of Service Up to \$2,000 per calendar year
- 25 Years of Service Up to \$2,500 per calendar year
- 30 Years of Service Up to \$3,000 per calendar year

Employees must have at least five years of service, be enrolled in the City-sponsored 457 Plan, and make active employee contributions in order to receive the City contribution match. The City shall annually review employee contributions made January 1 through December 31 and provide an equivalent lump-sum match the following February up to the longevity-schedule above. Employees retiring from the City may receive the City match upon their final check if they meet the eligibility criteria above.

#### **B. 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 two thousand dollars (\$2,000.00) per fiscal year for study toward an Associate's degree, up to four thousand dollars (\$4,000.00) per fiscal year for study toward a Bachelor's degree, and up to five thousand dollars (\$5,000.00) per fiscal year for study toward a Master's or Doctoral degree. Refer to the City's Education Assistance Program policy for additional information.

#### **Training Reimbursement**

The City shall also reimburse employees for certificates and licenses related to an employee's current and/or future job duties as a City employee. The expense must be approved by the employee's supervisor and department director prior to taking the class. However, lack of pre-approval will not, in and of itself, result in a class being denied. In order to be eligible for reimbursement, an employee is required to submit to Human Resources a completed approval form, receipts, and verification of certificate or license to substantiate the expense. The total combined expense for both educational assistance as well as training reimbursement shall not exceed \$2,500 per fiscal year, which includes travel, per diem and lodging. The benefit amount for training

is deducted from any educational reimbursement eligibility and vice versa. Class attendance and class preparation must be scheduled outside the employee's regular working hours.

C. **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 721 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.

D. **Personnel Files**

- a) Upon request, a Unit Member shall be entitled to review the contents of their 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.



E. **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.

F. **Boot Allowance / Uniform Reimbursement / Tool Reimbursement**

**Boot Allowance**

The City allowance shall be three hundred and fifty (\$350.00) dollars per calendar year, with half paid in February and the other half paid in August. The allowance will be paid in two lump-sum payments of one hundred and seventy five dollars (\$175.00) the first in February and second in August. 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 February or August, shall receive a lump sum payment of one hundred and seventy five dollars (\$175.00) during the month they were hired or the following month, depending on hire date, and thereafter they shall receive the next regularly scheduled payments.

Employees on leave of absence at the time of the regular payments in February or August 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.

**Uniform Reimbursement**

The City shall give notice and meet and confer with the Union regarding any proposed uniform reimbursement/allowance policy.

### Tool Allowance

The City shall allow a taxable allowance of up to one thousand and two hundred dollars (\$1,200) per fiscal year for purchasing employee-owned tools to use in the performance of their current job functions at the City, based on the following requirements. Half of the allowance to be paid in March and the other half paid in September. Only the following two job classifications are eligible for tool allowance: Vehicle Maintenance Technician and Vehicle Maintenance Mechanic.

### Prescription Safety Glasses

The City will reimburse the cost of prescription safety eye protection not to exceed \$350 per employee per calendar year. Employee must submit a reimbursement form, prescription documentation, and receipts to Human Resources for reimbursement.

#### G. **Rest Periods / Meal 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 only 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.

All non-exempt employees who work more than five hours in a workday are required to take at least a 30-minute unpaid meal period. The designation of the meal period shall be determined by the employee's supervisor to ensure appropriate coverage, but generally should occur mid-way through the scheduled workday. Employees are expected to take a meal break and cannot skip meal breaks in order to shorten their scheduled work hours except upon the supervisor's approval. Meal periods taken in accordance with this Section shall not constitute hours worked.

During this meal period, the employee is completely relieved from duty and should not be permitted or required to perform any work. All employees and supervisors shall take reasonable measures wherever feasible to avoid the need for work to be performed during meal periods. Where required, time spent on such work shall be kept to a minimum and may only occur with the prior authorization of a supervisor. If an employee is asked to perform work during his or her lunch period, the time worked can be added to the end of their lunch period or paid as time worked.

#### H. 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. Up to two (2) bargaining unit members per department shall be members of the Safety Committee and attend all such meetings.

#### I. Wellness Reimbursement Program

Employees may request reimbursement of up to Four Hundred Dollars (\$400) per plan year for participation in activities or the purchase of health-related eligible equipment that promotes personal health and wellness.

Eligible expenses must be incurred while actively employed and includes:

- Gym, fitness center/studio, health club, swim & tennis club memberships and fees
- Fitness and nutrition counseling
- Fitness and sports classes/lessons
- Personal trainer sessions
- Martial arts instruction
- Sports league or team fees/race fees
- Weight loss and smoking cessation programs, including memberships
- Yoga, Pilates, and meditation classes
- Home exercise equipment, including footwear (excluding golf and non-aerobic equipment)
- Fitness videos/wellness apps

Expenses not eligible for reimbursement include but are not limited to apparel, vitamins, proteins, supplements, and salon/spa memberships. All reimbursement requests are subject to Human Resources approval.

The Plan Year for the wellness reimbursement will be paid for expenses purchased from November of the previous year through October of the current year. All reimbursement requests must be submitted to Human Resources between the first and last business day of October each year (annual request period). Costs above the annual maximum of \$400 will be the sole responsibility of the employee. No carryover is allowed of any unused funds. Employee must submit the Wellness Reimbursement Request Form to Human Resources during the annual request period. Employee must attach all itemized receipts/proof of purchase for qualified purchases to the request form. Human Resources may request additional information to determine eligibility for reimbursement. Employees must be active on the payout date in order to receive reimbursement.

## **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 monthly 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. This list allows employees the opportunity to express their interest in working overtime for that month but gives them the flexibility to decline working overtime if they are not available or no longer interested in working it at the time they are contacted by the City. 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 stand-by assignment or when they return to work at the determination of the Supervisor or Division Manager.

Employees on stand-by who call in sick must notify their supervisor before the start of their shift whether or not they are available to report for after-hours standby work. If they are available to report for after-hours standby work, they will continue to receive standby pay for that day. If they do not notify their supervisor that they are available to report for after-hours standby work prior to the start of their shift, they will not receive standby pay for that day. Employees legitimately using sick leave for other than their own illness while on stand-by status may continue to remain on stand-by status.

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

## **Article 16 Compensation**

### **A. Salary**

Effective October 1, 2022, represented employees will receive a four percent (4%) across the board cost of living adjustment (COLA). Represented employees will also receive a lump sum payment of \$823.00. Represented employees will receive a minimum of 2% COLA for year 2 and year 3.

During the term of this Agreement, if City Council approves additional COLAs for unrepresented employees the City shall pay the additional amount in excess of 2% in years 2 and 3, to bargaining unit employees covered by this Agreement.

### **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. This includes overtime worked for emergency purposes including situations such as

floods, fires and earthquakes. Paid time off shall be considered time worked for overtime purposes. The basic form of compensation for earned overtime will be cash.

The City shall implement a double time policy for hours worked after 12 within a 24 hour period.

## **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 eighty (80) hours for any employee. Once the eighty (80) 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 and emailed to all full-time eligible employees at least three (3) working days in advance of the need for the overtime. The posting and email of the notice will be done on the same calendar day.

A list of employees initially awarded the pre-scheduled overtime shall be emailed to all eligible full-time employees and posted at the end of the third day of the notice period. This posted list will only include those initially selected to work the pre-scheduled overtime. If employees initially selected to work overtime are subsequently unable to work the overtime then the City will select employees in the order of the list based on immediate availability. No additional notifications will be posted in these situations where those initially selected to work the overtime are unable to do so and other employees are subsequently selected.

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.

The City will initially select employees to work prescheduled overtime in the order of the employees who have worked the least amount of overtime hours as tracked starting in January of each year. Employees selected to work the pre-scheduled overtime must have demonstrated the ability to perform the overtime functions relating to the overtime assignment. As noted above, if employees initially selected to work the pre-scheduled overtime are unable to do so, the City will select other employees in the order of the list based on immediate availability.

**4. Definition of Contiguous**

Contiguous is defined as call-back hours that run up to two (2) hours before the beginning of 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 five dollars (\$5.00) 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 or designee , 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 10 consecutive calendar days or more as a professional growth and development opportunity. Assignment must last for a minimum of 10 consecutive calendar days to a maximum of six consecutive months. The City Manager or designee may approve extending the

length of an assignment. Employees appointed to an Out-of-Class Assignment will be compensated, at City Manager or designee 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. 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 \$60.00 per certificate/license per month (\$30 per pay period) with the exception of Class A and B Commercial Driver Licenses and Building Inspector ICC Certificate Pay for which the compensation rate is \$120.00 per month (\$60 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
- 4 Building Inspection ICC Certifications (*A maximum of 1 certificate pay per employee will be granted. More than 1 certificate pay may be granted to an employee if there are remaining certificates to be allocated. However, as additional employees become eligible for this pay, employees with more than 1 certificate pay will lose their additional certificate pay so that it can be re-allocated to other employees who have become eligible.*)

**Code Enforcement**

- 2 Property Maintenance and Housing Inspectors

- 2 Zoning Inspectors
- 1 Combo Building Inspector Certification

**Environmental Services – Street Maintenance Worker**

- 6 Commercial Drivers Licenses (Class A)
- 6 Tanker Endorsements (must also have Class A)

**Parks— Groundskeepers**

- 4 Pesticide Applicator Licenses and/or certificates
- 3 Commercial Drivers Licenses (Class A)
- 3 Tanker Endorsements (must also have Class A)
- 2 Irrigation Auditor

**Facilities Maintenance —Facilities positions**

- 2 Commercial Drivers Licenses (Class A)
- 2 Tanker Endorsements (must also have Class A)
- 3 Confined Space Certificates (all job classes are eligible)
- 6 Certified Playground Inspector Certificates
- 2 HVAC
- 2 Certified Pool Operators
- 1 Licensed Electrician
- 1 Licensed Plumber

**Parks Planning and Open Space — Groundskeepers**

- 1 Commercial Drivers Licenses (Class A)

- 1 Tanker Endorsements (must also have Class A)
- 1 Pesticide Applicator Licenses and/or certificates

#### **Aquatics Specialist**

- 2 Hazwoper Certificates
- 2 Confined Space Certificates
- 2 Certified Pool Maintenance Certificates

#### **Public Works Inspector — Public Works Inspectors**

- 4 Public Works Certificates (Level 1, 2 or 3) from a community college or approved professional organization (maximum of 1 of these certificates per employee) for example American Public Works Association (APWA)

#### **General Services - Street Maintenance**

- 12 Commercial Driver Licenses (Class A)
- 3 Tanker Endorsements (must also have Class A)
- 3 Pesticide Applicators Licenses and/or certificates
- 6 Signs and Markings Certificates
- 8 Confined Space Certificates
- 8 Hazwoper Certificates

#### **Urban Forestry—Tree Trimmers**

- 3 Certified Arborists
- 1 Pesticide Applicator License and/or certificates

#### **Vehicle Maintenance Mechanics**

- 4 Commercial Driver Licenses (Class A)
- 3 Tanker Endorsements (must also have 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.

The City to pay the cost for employees to successfully pass and obtain required Class A license up to three thousand dollars (\$3,000).

The City shall reimburse the employee for the costs of the listed license/certifications or any license/certification required for the job upon successful completion and obtaining the license/certification.

All employees requesting certificate/license pay related to a class A driver's license, as detailed above, will be eligible to receive certificate pay for having a class A driver's license regardless of whether or not it was a minimum requirement of their position as long as they meet all the following criteria:

- They have an active class A driver's license
- They are required to drive a commercial vehicle for the City as part of their current job functions
- They agree to participate in the DOT drug and alcohol testing as provided for in the City's Drug-Free Workplace Policy for Drivers of Commercial Vehicles

#### **H. Vehicle Maintenance Technician Compensation**

Step 1 of the salary schedule for the classification of vehicle maintenance technicians shall align with twice minimum wage per the Industrial Welfare Commission Order No. 4-2001. Each additional step will be 5% higher up to step 5.

### **Article 17      Written Reprimands**

The City will evaluate preventable accidents on a case by case basis and will not discipline based on one accident unless there are extenuating circumstances, including but not limited to, failing to report it, falsifying a report, extreme negligence, or pattern of similar accidents.

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 three (3) years that a written reprimand be removed from their personnel file.

#### **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      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 20      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 and the parties agree to meet and confer over any changes that may need to be made to the MOU as a result of the decision.

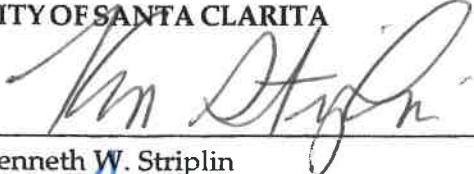
## **Article 21 Full Understanding**

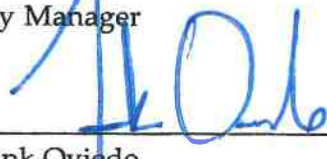
It is understood this Agreement represents the complete and final understanding on all negotiable issues between the City and the Union. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the City and the Union, except as specifically referred to in this 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.

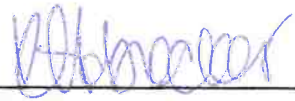
**Article 22 Contract Term**

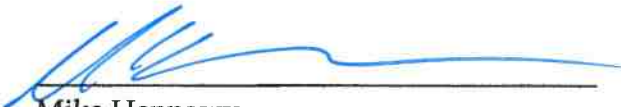
The term of this contract shall be for a period of three years beginning July 1, 2022 through June 30, 2025.


**CITY OF SANTA CLARITA**


  
\_\_\_\_\_  
Kenneth W. Striplin  
City Manager

  
\_\_\_\_\_  
Frank Oviedo  
Assistant City Manager / Personnel Officer

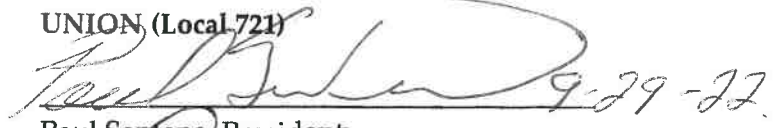
  
\_\_\_\_\_  
Kristi Hobrecker  
Director of Human Resources and Library Services


  
\_\_\_\_\_  
Mike Hennawy  
Director of Public Works

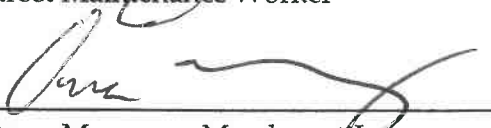
  
\_\_\_\_\_  
Carmen Magaña  
Director of Administrative Services

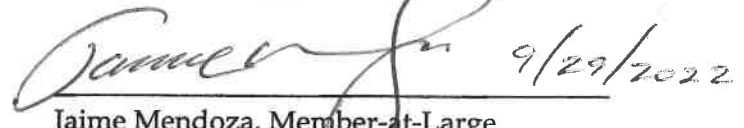
  
\_\_\_\_\_  
Andrew Banh  
Senior Human Resources Analyst

**SERVICE EMPLOYEES INTERNATIONAL UNION, (Local 721)**

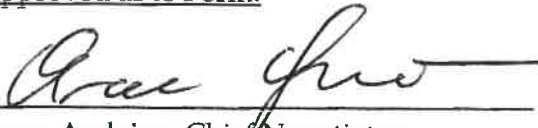
  
\_\_\_\_\_  
Paul Santana, President  
Street Maintenance Worker

  
\_\_\_\_\_  
Eddie Ryan, Vice President  
Street Maintenance Worker

  
\_\_\_\_\_  
Omar Monarrez, Member-at-Large  
Street Maintenance Worker

  
\_\_\_\_\_  
Jaime Mendoza, Member-at-Large  
Street Maintenance Worker

Approved as to Form:

  
\_\_\_\_\_  
Aram Agdaian, Chief Negotiator  
SEIU Local 721



## ATTACHMENT A

### Job Classifications

Aquatics Specialist

Building Inspector I & II

Code Enforcement Officer I & II

Groundskeeper I & II

General Maintenance Specialist

General Maintenance Worker

Public Works Inspector

Street Maintenance Worker

Tree Trimmer

Vehicle Maintenance Mechanic

Vehicle Maintenance Technician

## ATTACHMENT B

### Classification Plan and Salary Schedule - Effective October 1, 2022

<b>Classifications and Salaries - SEIU Represented Positions</b>						
Pay Grade	Classification Title	Hourly Salaries				
		Step 1	Step 2	Step 3	Step 4	Step 5
124	General Maintenance Worker	\$27.00	\$28.35	\$29.76	\$31.25	\$32.81
124	Groundskeeper I	\$27.00	\$28.35	\$29.76	\$31.25	\$32.81
127	Aquatics Specialist	\$29.07	\$30.53	\$32.05	\$33.65	\$35.34
127	General Maintenance Specialist	\$29.07	\$30.53	\$32.05	\$33.65	\$35.34
127	Groundskeeper II	\$29.07	\$30.53	\$32.05	\$33.65	\$35.34
127	Street Maintenance Worker	\$29.07	\$30.53	\$32.05	\$33.65	\$35.34
127	Tree Trimmer	\$29.07	\$30.53	\$32.05	\$33.65	\$35.34
133	Building Inspector I	\$33.71	\$35.40	\$37.17	\$39.03	\$40.98
133	Code Enforcement Officer I	\$33.71	\$35.40	\$37.17	\$39.03	\$40.98
137	Vehicle Maintenance Mechanic	\$37.21	\$39.08	\$41.03	\$43.08	\$45.23
138	Building Inspector II	\$38.15	\$40.05	\$42.06	\$44.16	\$46.37
138	Code Enforcement Officer II	\$38.15	\$40.05	\$42.06	\$44.16	\$46.37
138	Public Works Inspector	\$38.15	\$40.05	\$42.06	\$44.16	\$46.37
VMT	Vehicle Maintenance Technician	\$30.00	\$31.50	\$33.08	\$34.73	\$36.47