



Memorandum of Understanding

Between

The City of Wasco

And

Central California Association of Public Employees
SEIU, Local 700. ALF-CIO

July 1, 2006-June 30, 2009

Section 1.

PREAMBLE

This Memorandum of Understanding is entered into by the City of Wasco, hereinafter referred to as the City of Wasco or City; and the Central California Association of Public Employees, SEIU, Local 700, AFL-CIO, hereinafter referred to as the Union, pursuant to the Meyers-Milias-Brown Act, Government Code Sections 3500-3510.

It has as its purpose the promotion of harmonious relations between the City of Wasco, its employees and the Union; the strengthening of the merit system; the establishment of an equitable and peaceful establishment of rates of pay, hours of work and other terms and conditions of employment of all City Employees; excluding management, mid-management, confidential and safety personnel, who hereby constitute the bargaining unit.

TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be for a period of three years commencing July 1, 2006 and expiring June 30, 2009.

Section 2.

RECOGNITION

Pursuant to the applicable State law and in accordance with all applicable statutory provisions the City of Wasco hereby recognizes The Central California Association of Public Employees, SEIU Local 700 as the certified majority representative of the employees in each of the above representation units. The term "employee" or "employees" as used herein shall refer only to employees employed by the City (excluding temporary or extra help). City of Wasco recognizes the Union as the bargaining agent for the purposes of establishing salaries, wages, hours and other terms and conditions of employment for all employees within the bargaining unit as set forth in the Preamble above.

Section 3.

DEFINITIONS

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

Section 4.

RENEWAL

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

The City of Wasco and the Union agree that this Memorandum of Understanding shall not be binding upon the parties either in whole, or in part, unless and until ratified by Local 700 Membership and formally approved by a majority vote of the City Council. This Memorandum of Understanding shall remain in full force and effect from July 1, 2006 through June 30, 2009. Either party may serve written notice to meet and confer concerning possible changes in the provisions of this Memorandum of Understanding. Such notice shall be submitted in writing at least sixty days prior to the termination date of this Memorandum of Understanding. It is the intent of the parties to conduct negotiations in such a manner as to reach a new Memorandum of Understanding on or before the termination date of this Memorandum of Understanding. The Union agrees to provide its initial proposals at the first negotiating session.

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

Section 5.

UNION REPRESENTATION RIGHTS

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

Section 6.

GRIEVANCE

Employees will utilize the Grievance Procedures as outlined in the Personnel Policies and or Human Resources Policy and Procedure manual.

Section 7.

UNION BARGAINING COMMITTEE

The Bargaining committee of the Union will include a maximum of four (4) members, including Union staff members.

There will be no discrimination against an employee because of his duties as a union official, representative, steward or committee member.

The City of Wasco will pay employee members of the bargaining committee for time spent on negotiations with the City of Wasco, within that employee's normal day.

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

Section 8.

NON-DISCRIMINATION

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

Section 9.

HEALTH AND SAFETY

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

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

Section 10.

HEALTH CARE

The City of Wasco agrees to continue the Health, Dental and A.D. & D. insurance plans at no cost to employees and dependents during the term of this Memorandum of Understanding unless said costs for such benefits shall increase by more than seven (7) percent in any one year. If costs shall increase by more than seven (7) percent in any one year after the 2006/2007-budget year then the City of Wasco shall not be responsible for said additional costs. Both Parties agree to meet and confer for the sole purpose of negotiations related to the Health, Dental and A.D.&D. benefits if a seven (7) percent increase in any one year is reached.

Even if there is not an increase above seven (7) percent in any one year, the City of Wasco reserves the right to shop the Health, Dental and A.D.&D. plans as long as the level of benefits are substantially maintained to the present level of benefits.

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

Retirement Health Savings Plan

The City of Wasco will institute a retirement health savings plan as proposed by ICMA/RC, financing of this plan funded by employee sick leave account balance transfers or through payroll deductions.

Waiver of Medical Insurance

Full time employees who are enrolled in an alternate health insurance plan may waive (relinquish) enrollment in the City of Wasco Health Insurance Plan by providing proof of comparable coverage and receive a \$100 per month stipend. The waiver of insurance stipend is to be paid \$50.00 per pay period for the first two pay periods of the month.

Section 11.

WAGES

Salaries for employees represented by the formally recognized bargaining unit shall be increased as follows:

All Employees

5% as of July 1, 2006

3% as of July 1, 2007

CPI as of July 1, 2008, not to exceed 6%

CPI Defined – The Consumer Price Index prepared by the U.S. Bureau of Labor Statistics for the Los Angeles-Riverside-Orange County SMSA from April to April for All Urban Consumers (CPI-U) shall be used to calculate the July 1, 2008 increase in base salaries.

Equity Adjustments

In addition to the above referenced general CPI adjustments, the following positions will receive equity salary adjustments on July 1, 2006 and/or on July 1, 2007. All range numbers are from the new salary range table to take effect July 1, 2006.

Current Range	July 2006	July 2007
Accounting Assistant I	23	
Accounting Assistant II	24	26
Accounting Assistant III	28	
Building Inspector II	44	
Code Compliance Officer II	44	
Equipment Mechanic I	25	
Equipment Mechanic II	29	
Permit Technician	26	27
Sanitation Worker I	27	29
Sanitation Worker II	28	31
Sanitation Worker III	31	35
Sr. Code Compliance Officer	48	
Street Maintenance Technician I	25	26
Street Maintenance Technician II	26	28
Street Sweeper Operator	26	27
Wastewater Plant Operator I	30	
Wastewater Plant Operator II	31	34
Wastewater Plant Operator III	38	
Water Operator I	30	
Water Operator II	31	34
Water Operator III	38	
Water Operator IV	40	
Water Operator-In-Training	26	

Supervisor Compensation

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

Section 12.

MAINTENANCE OF BENEFITS

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

Section 13.

HOURS AND OVERTIME

(A) Standard Work Periods

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

(B) Exceptions to Standard Work Period

The Human Resources Manager is hereby authorized to designate other work periods and working hours for employees when, in his/her opinion, the best interest of the City may be served by such adjustment of the standard work periods and hours.

(C) Overtime and Compensatory Time

Overtime shall be worked only at the request of the Department Head. Regular employees required to work in excess of eight hours in a day or in excess of forty hours in a work week shall, at the option of the employee, be compensated in cash or compensatory time off at a rate of time and one-half.

Work schedules may be changed by mutual Memorandum of Understanding or unilaterally by the City of Wasco due to the need to cut costs, to reflect work hours in excess of eight hours within a day without overtime premium being required, (i.e., four- 10 hour days) and overtime compensation shall be computed at a 40-hour workweek.

Classifications that require flexible scheduling to meet job needs will be exempt from the 8-hour workday and any overtime compensation shall be computed at the 40-hour workweek.

Compensation time accumulation shall be limited to a maximum of forty (40) hours.

(D) Rest Break

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

(E) Call Back

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

(F) Stand-by Duty

Employees MUST be so assigned to stand-by duty by their department heads and shall be compensated and governed by the following:

1. Compensation shall be at the rate of 5% of base salary on such stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed.
2. Be ready and take steps immediately to respond within a reasonable time to calls for their services
3. Be readily reachable by telephone or paging device
4. Remain within a specified distance or time from their work stations; and
5. Refrain from activities which might impair their ability to perform their assigned duties.
6. Employees compensation shall, when called to active duty while on stand-by duty status, be compensated for such active duty at the applicable rate of pay. Work time for employee called to active duty while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee completes work. A minimum of two hours at the appropriate rate shall be paid in those cases when an employee on stand-by status is required to report to a job site.
7. No employee or other qualified person shall be paid for stand-by duty time and other compensable duty time simultaneously.

(G): Shift Differential: To take effect July 1, 2008

A. An employee shall receive additional compensation at the rate of ninety-five cents (95¢) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 3:00 p.m. and midnight. and in locations where these classes are regularly assigned shift work.

B. In lieu of compensation set forth in paragraph A above, employees shall receive additional compensation at the rate of one dollar and twenty-five cents (\$1.25) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m. and in locations where these classes are regularly assigned shift work.

C. Notwithstanding A and B above, in a situation where an employee works a shift evenly divided before and after 12:00 midnight, the employee shall receive additional compensation in the amount of ninety-five (95¢) per hour for one-half the hours worked on the shift, and one dollar and twenty-five cents (\$1.25) for one-half the hours worked on the shift.

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

Section 14.

VACATION

(A) Rates of Accrual:

The employee shall accrue vacation as set forth in the Personnel Policies of the City of Wasco.

Employees shall be entitled to annual vacation leave with pay except those serving their original probationary period in City service. Vacation credits for the probationary time shall be granted to each employee who later receives a regular appointment. All eligible employees working a forty-hour work week shall earn vacation credits based on the following schedule:

After 6 months:	5 days
After next 6 months:	Another 5 days
2 nd through 5 th year:	10 days annually
6 th through 10 th year:	15 days annually
After 10 th year:	20 days annually

The times during a calendar year at which an employee may take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the service of the employee by the City. If the requirements of the service are such that an employee cannot take part or all of earned annual vacation in a particular calendar year, such vacation shall either be taken prior to March 31 of the following calendar year, or paid at the discretion of the appointing authority.

Vacation accrues to an eligible employee only in those pay periods when he/she is in pay status one-half time or more. An employee in a pay status on a full-time basis shall accrue full vacation during the pay period. Any employee in a pay status of a permanent part-time basis (no less than 20 hours/week) shall accrue vacation at one-half (1/2) the time allowed permanent full-time employees.

(B) The purpose of annual vacation leave is to enable each eligible employee to return to work mentally and physically refreshed.

Employees shall complete six months of continuous service before becoming eligible to use accrued vacation leave.

Requests for vacation leave must be requested at least twenty-one (21) days prior to the desired vacation period, or as otherwise allowed by the Human Resources Manager.

(C) In the event a City holiday falls within an employee's vacation period which would have excused the employee from work and for which no other compensation is made, said holiday shall not be charged as a vacation day.

(D) Vacation credits shall be granted as set forth in Section (A) above.

- (1) Employees may not accrue more than twenty work days (160 hours) of vacation at calendar year end. The maximum accrual of vacation shall include any vacation time, which has been deferred from the previous calendar year.
- (2) Loss of accrued vacation shall not occur if vacation has been delayed by written request of the City.
- (E) Regular employees (employees who have completed their original probationary period) who terminate employment shall be paid in a lump sum for all accrued vacation and compensatory time earned at employee's current rate of pay.

Vacation leave will not be granted immediately prior to termination of employment for the purposes of extending service to encompass paid holidays or completing a full month of service for additional vacation leave accrual.

In the event of death of an employee during employment with the City, all earned accrued vacation and compensatory time will be paid to employee's designated beneficiary.

- (F) The City of Wasco shall not be allowed to modify the employees vacation plans within fourteen (14) calendar days of such planned vacation, unless an emergency exists such as death, injury, or sickness to another employee which would create a shortage of staff, or if an emergency happens while an employee is on vacation, the City of Wasco can call back the employee from their vacation in order to meet the City of Wasco's emergency needs.
- (G) No employee may take a vacation leave in excess of twenty (20) days without the express approval of the Department Director and the City Manager.
- (H) Employee may cash out part of their account balance based on the following conditions:
 - (1) Employees must have a minimum of 80 hours in their vacation accrual balance.
 - (2) Employees must take at least half of the annual vacation accrual and then may cash-out 50% of the remaining balance once per fiscal year.

Section 15.

HOLIDAY SCHEDULE

- (a) Regular full-time employees shall be granted holidays as specified below:

New Years Eve	Veterans Day
New Years Day	Thanksgiving Day
President's Day	Day After Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Holiday (see section g below)

- (b) Holidays that fall on Sunday shall be observed on Monday. Holidays that fall on Saturday shall be observed on Friday.
- (c) When Christmas or New Years Day fall on Saturday, the eve shall be celebrated on Thursday. When Christmas or New Years fall on Sunday or Monday, the eve shall be celebrated on Friday.
- (d) When the City of Wasco requests an employee he/she shall work on the above holidays and be compensated double time, with a minimum of three (3) hours.
- (e) When a holiday falls during an employee's vacation, the employee shall receive another day off with pay.
- (f) All permanent part-time employees who work twenty (20) or more hours per week are eligible for holiday pay at one-half (1/2) the rate of permanent full-time employees.
- (g) Floating Holidays – Each employee in the general employee unit who is employed by the City of Wasco as of July 1st of each fiscal year, shall be eligible for one (1) floating holiday of their choice. Floating holidays must have prior department approval and shall be consistent with the efficient operation of the affected department and its activities.

Section 16.

JURY DUTY

Any full time employee of the City who is required to serve as a trial juror shall be entitled to absent himself from duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid full salary provided any payment received, except travel pay for such duty, is remitted to the City.

Section 17.

SICK LEAVE

Employees shall accrue sick leave as set forth in the City's Personnel Policies.

Employer and Union agree that employees may use any portion of their accrued sick leave above 960 hours to fund either the retirement health savings plan or retirement service credits with Public Employees Retirement System. It is further agreed that employees who elect to receive pay for hours accrued in excess of 960 hours will be paid each July for the amount in excess of 960 hours.

Sick Time Leave Donation

Purpose

To provide a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This provision allows a City employee to donate the monetary value of accrued sick time hours to a specific employee who has exhausted

his/her own available leave balances. Serious or catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's immediate family member (as defined in the personnel handbook or Human Resources Policy and Procedure Manual) requiring the employee's attendance.

Conditions

A. To receive leave donations, an employee:

- must have been employed in a regular position for a minimum of six months;
- must be absent from work due to his/her own catastrophic illness or injury for more than twenty consecutive work days (as verified by a physician's statement), or be absent from work in order to attend his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and
- must have exhausted all earned leave balances (including sick leave [if related to the employee's own illness], vacation, overtime and holiday credits); except however, the appointing authority may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two pay periods.

B. Donated leave shall be changed to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of vacation at the recipient's base rate of pay.

C. Donations:

- are voluntary;
- are made from accrued sick time balances and in whole hour increments; are irrevocable, and if any donated hours remain at the end of the recipient's catastrophic leave, they shall remain available for the sole use of the recipient; and
- are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

D. An employee may not donate more than forty (40) hours to any other individual employee.

E. The total donations received into his/her sick balance by an employee shall normally not exceed 960 hours; however, donations in excess of 960 hours may be considered and approved by the City Manager.

F. Upon approval of a request for donations, Human Resources (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees and or via electronic email. Confidential medical information shall not be included in the notice.

G. Donations shall be administered according to procedures established by the Human Resources Policy and Procedure manual, and requested on a form prescribed by Human

Resources. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

H. Nothing in this section shall be construed to modify the employment relationship between the City and the receiving employee, or to restrict the City's management rights. Neither shall this section modify existing City rules, policies or agreements regarding unpaid leave of absence or family care leave.

Section 18.

PROMOTION/DEMOTION

- (A) Promotion:
Position vacancies shall be filled by promotion whenever practicable and in the best interest of the City. Promotions shall be based upon merit. A promotion may be made from within the department, or from another Department within the City.
- (B) Any employee who is promoted or whose position is reclassified from one class to a higher-class position shall be placed in the step level of the higher-class salary range, which most closely approximates no less than a 5% increase from the former position.
- (C) Demotion:
Any employee who is demoted for disciplinary purposes from one class position shall receive that pay grade and step level in the compensation which reflects the employee's level of demotion. The anniversary date of any employee so demoted shall remain the same, as it existed prior to his demotion.
- (D) An employee who is promoted shall be required to serve a probationary period of six (6) months in the new position. An employee, who has been promoted but fails to successfully complete the probationary period, will revert to a position of the former class. If there is no vacancy in a position of the former class, the employee may be placed in another suitable position. When a promotional vacancy occurs within the department of the City, knowledge of such vacancy should be available to current employees. Any employee wishing to apply for the vacancy may do so by contacting the City Manager through the supervisor and completing the prescribed forms.

Section 19.

TUITION REIMBURSEMENT. LICENSE RENEWAL

License Renewal Reimbursement

Where the City requires that employees in a classification possess a license or certificate (class C drivers license excluded) as an employment standard, the City shall reimburse

employees up to a maximum of \$250 per fiscal year be used toward the renewal and/or continuing education. No additional cost associated with either renewal or maintenance of the license or certificate will be reimbursed.

If the employee leaves City employment during the licensing period, reimbursement shall be pro-rated (i.e., if fees have been paid in advance by the City, the employee shall be required to reimburse the City for the pro-rated portion of the fees through a reduction in the employee's final pay check).

Tuition Reimbursement

The City of Wasco shall, for those employees represented by the Union, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$1200 per fiscal year and in accordance with administrative policy governing this program as determined by the City. Only costs for textbooks required for approved courses shall be deemed reimbursable through this program. Before implementing any changes to the administrative regulations, the City of Wasco shall notify the Union and upon request, negotiate the changes to the extent those changes are within the scope of representation. Employees may take courses related to current job specifications subject to budgetary approval and Department Head and Human Resource Manager approval.

Section 20.

BEREAVEMENT LEAVE

Regular, full-time employees who suffer a death in the immediate family shall, for the purpose of attending the funeral, be granted upon request three (3) consecutive days off with full pay (not to be deducted from sick leave.) For the purpose of this section, "immediate family" shall include, father, mother, husband, wife, son, daughter, brother sister, mother-in-law, father-in-law, grandfather or grandmother. This provision does not apply if the death occurs during the employee's paid vacation, scheduled days off, while the employee is on leave of absence, sick leave or layoff, and does not apply to death resulting from earthquake or war, or if the employee does not attend the funeral.

Section 21.

UNIFORMS

Whenever the City of Wasco requires uniforms and/or protective clothing to be worn, such uniforms and/or protective clothing shall be provided and maintained by the City of Wasco. Employees are to be furnished one clean uniform for each regular shift.

The City of Wasco will reimburse employees for the cost of maintaining uniforms not provided by City designated supplier. The City will provide and maintain uniforms for all Dial-A-Ride transit drivers.

(a) Safety Sole Shoe Allowance

Employees required to wear safety sole shoes shall receive a maximum benefit of \$155.00 annually each year as of July 1st.

Section 22.

WORKING ABOVE CLASSIFICATION

City agrees that employees who have successfully completed their probationary period and who work above their classification for more than ten (10) consecutive workdays, shall be entitled to the high classifications pay, as may be applicable, commencing on the eleventh (11th) consecutive day of the temporary assignment.

Should any employee be required to work above classification on the eleventh (11th) day, the 5% increase shall be retroactive to the first (1st) day of service.

Section 23.

MID-MANAGEMENT GROUP

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

- A. Public Services Manager
- B. Superintendent of Streets
- C. Superintendent of Water
- D. Accounting Manager
- E. Human Resource/Risk Manager
- F. Chief Building Inspector
- G. Housing and Community Programs Manager
- H. Senior Planner
- I. City Projects Manager
- J. City Operations Manager

Section 24.

UNION RESPONSIBILITY

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

Section 25.

MANAGEMENT RIGHTS

The City of Wasco retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which City government operations are to be conducted, as well as to exercise complete control and discretion over its

organization, operations, and technology of performing its work; to determine the mission, function and necessity of all or part of each of its constituent departments, boards and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service, and the service levels, to the public.

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

Section 26.

EMPLOYEE RIGHTS

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

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

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

Section 27.

SEVERABILITY

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

City of Wasco

Larry Pennell, City Manager

City Clerk: City of Wasco

City Attorney

Central California Association of Public Employees

Ramona Faucette

Rene Reyes

Yvette Litten

Jimmy Amador