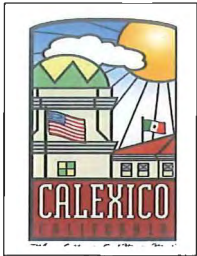


**AGENDA
ITEM**

7



AGENDA STAFF REPORT

DATE: November 3, 2021

TO: Mayor and City Council

APPROVED BY: Miguel Figueroa, City Manager *MF*

PREPARED BY: Denise Garcia, Human Resources/Risk Management Manager

SUBJECT: Adoption of the Memorandum of Understanding between the City of Calexico and the Calexico Certified Operators SEIU Local 221, (SEIU) for the Term Beginning July 1, 2020 to June 30, 2022

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Recommendation:

Adopt the Memorandum of Understanding between the City of Calexico and the Calexico Certified Operators SEIU Local 221, (SEIU) for the Term Beginning July 1, 2020 to June 30, 2022.

Background:

The City agreed upon a Letter of Understanding with the SEIU on October 4, 2017, that was effective September 1, 2017, and expired June 30, 2020. City negotiators met and conferred in good faith with representatives of the SEIU concerning the terms and conditions of employment addressed in the MOU and agreed to the terms of this agreement.

Discussion & Analysis:

The attached Memorandum of Understanding is for the period beginning July 1, 2021 thru June 30, 2022.

Fiscal Impact:

Impacts to the Enterprise Fund related to Salaries and Benefits are reflected in the attached agreement.

Coordinated With:

SEIU Association
City Attorney's Office

Attachment:

Calexico Certified Operators SEIU Local 221 MOU 2020-2022



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CALEXICO AND
CERTIFIED OPERATORS/SEIU LOCAL 221**

July 1, 2020 to June 30, 2022

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is entered into by and between the City of Calexico (hereinafter, "City") and the Certified Operators/Service Employees International Union Local 221, CTW, CLC (hereinafter, "Union") for the period of July 1, 2020 through June 30, 2022.

ARTICLE 1 — RECOGNITION AND STATUS OF AGREEMENT

Section 1 — Recognition: The City formally recognizes the Union as the exclusive bargaining agent for the Water/Wastewater Certified Operators (hereinafter, "bargaining unit") composed of all persons employed full time for the City in the following classifications: Chief Water Plant Operator-Treatment; Chief Water Plant Operator-Distribution; Chief Waste Water Treatment Plant Operator-Operations; Chief Waste Water Treatment Plant Operator—Collections; Water Treatment Plant Operator; Waste Water Plant Operator; Lead Water Distribution Operator; Water Distribution Operator; Waste Water Plant Operator, Laboratory Technician, and Collections Systems Maintenance Operator.

Section 2 — Ratification and Approval: This MOU is of no force or effect until ratified and approved by the Union membership and by the City Council through a duly-adopted Resolution. Upon ratification, this MOU shall be the sole agreement of the parties thereto and shall supersede all prior agreements whether written or oral. Prior to ratification of this MOU by both parties, the MOU previously in place shall govern any matters. However, after ratification of this MOU by both parties, this shall govern all matters herein described.

Section 3 — Enabling Authority: This MOU is entered into pursuant to California Government Code section 3500 through 3511, known as the Meyers-Milias-Brown Act, and Calexico City Council Resolution No. 2204, entitled: "Resolution of the City Council of the City of Calexico Pertaining to Employer-Employee Relations for the City of Calexico," dated July 7, 1970.

Section 4 — Rules and Regulations: All bargaining unit members shall be subject to the City's Personnel Rules and Regulations. Following ratification of this Agreement, the parties agree to meet and confer regarding any changes to the City's Personnel Rules and Regulations impacting wages, hours, or other terms and conditions of employment. No amendment to the Personnel Rules and Regulations shall amend or modify any provision found in this MOU, except where necessary to comply with federal, state, or local law. No provision of this MOU shall conflict with federal, state, or local law.

ARTICLE 2— MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights

repose in it, and such rights will be exercised consistently with the provisions of the MOU, Federal and State Laws and Regulation.

ARTICLE 3— EMPLOYEE AND UNION RIGHTS

Section 1 — Negotiation Team: A maximum of four Union representatives shall be allowed time off for all scheduled meetings mutually set between the City and the Union with one representative from each of the following: Water Plant- Treatment, Water Plant- Distribution, Wastewater Treatment Plant –Operations and Waste Water Treatment Plant- Collections.

Section 2 — Personnel Files:

- A. A separate file for each employee shall be maintained in the Human Resources Department of the City. These files will be made available only to the employee and upon his/her written request. In addition to the employee's personal and vital statistical data, resume and/or application, the file will contain a copy of the supervisor's evaluation, copies of letters of recommendation or complaints, reports of disciplinary action or reprimand, reports of training, achievement awards for special recognition, and other documents required to be maintained by law. Any files kept by any supervisor of any employee shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.
- B. An employee shall be provided with copies of any negative written material within five (5) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during working normal working hours, and without loss of pay, to initial and/or sign and date the material, and to prepare a written response to the material. The written response shall be provided to the City/Appointing Authority within five business days after the employee has been provided the copies of the material, and the written response shall be attached to the material.
- C. An employee shall have the right at a reasonable time, without loss of pay to examine and/or obtain copies of any materials from the employee's personnel file. The employee must obtain the approval of his/her immediate supervisor. If an employee finds negative notes or material in the employee's personnel file that was not signed/initialed and dated by the employee and the material has been in the file for less than 1 year the employee will be given the opportunity to review and acknowledge the material. If the negative notes or material have been in the file for 1 year or longer, or is not dated, the material and all copies of such will be removed from all of the employee's files. An employee who does not agree with an item placed in his/her file can sign stating that they don't agree with the content, but have seen the document. If they refuse to sign, another manager can be brought in to sign the document witnessing that the employee has seen it and refuses to sign.
- D. All personnel files shall be kept in confidence and shall be available for inspection by

authorized employees of the City only when actually necessary in the proper administration of the City's affairs or the supervision of the employee. The City shall keep a log indicating the persons who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her Union representative if authorized by the employee. The log shall be maintained in the employee's personnel file.

- E. Upon written request from the employee all written warnings and reprimands or copies thereof, will be removed from the employee's official personnel file and any supervisor's working file after the time limits described in Appendix C; minor offenses removed within 12 months; major offenses removed after 18 months.

Section 3 — Meetings: The City or the Union may call for a meeting at a reasonable time, date, and place regarding any matter of concern in the interest of maintaining good employer-employee relations.

Section 4 — Non-Discrimination: Neither the City nor the Union shall discriminate or retaliate against any employee covered by the MOU on the basis of race, color, sex, religion, national origin, sexual orientation, age, physical handicap, disability, genetic information, political affiliation, as well as any other category protected by federal, state, or local laws, or for exercising any employee rights contained in this MOU or the law. The parties recognize the right of employees to form, join and participate in lawful activities of employee organizations, and the equal and alternative right of employees to refuse to form, join or participate in employee organization activity. The City and the Union agree that no employee hereunder will be coerced, retaliated or discriminated against because of membership in the Union or because of lawful activity or inactivity on behalf of the Union.

Section 5 --- Bulletin Board: A bulletin board accessible at each job site for posting of notices to employees will be provided by the City at each work site and will be marked "SEIU/CERTIFIED OPERATORS."

Section 6 --- Documentation: The Union shall have the right at reasonable times to review and/or receive any documents required for Meyers-Milias-Brown Act purposes in the City's possession. The City shall provide the Union each year with a list of employees within the bargaining unit, their designated work sites, positions/classifications, and salary. The Union shall provide the City with the name and contact information for the Union President each year, and as the information changes.

Section 7 –UNION BUSINESS

- A. There shall be a reasonable amount of shop stewards appointed in order to facilitate the policing of this MOU. These appointments shall be made by the SEIU Local 221 Union Representative.

- B. Stewards, local Union Officers and employees shall be entitled to seek and obtain assistance from Union staff personnel for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours and terms and conditions of employment covered by the MOU or the law.

- C. Officers of the Union shall receive paid release time, subject to reasonable regulations by the City, in order to conduct proper Union business, such as but not limited to, bargaining, steward duties, worksite meetings, handling member grievances and discipline meetings and investigations. The maximum of 60 total combined hours may be used as paid release time by Officers each fiscal year subject to the City Manager's discretion to increase this maximum. Each officer using paid release time will notify their immediate supervisor prior to use of any time and will notify the supervisor of their return to work from paid release time. Officer meetings with management will not count against the maximum paid release time.

Officers of the Union include, President, Vice President, Secretary, Treasurer and Stewards. The Union shall provide to the City the names of each steward each fiscal year and as the information changes.

Section 8—Use of the facilities: Upon request and without charge, the Union shall be granted the right to use City facilities for lawful Union business. The conditions of such use shall be consistent with applicable law, and permission shall not be unreasonably withheld.

Section 9—Notice Requirements: Notices required by the MOU or by law shall be delivered either by hand or Certified U.S. Mail to the Chapter president and to SEIU Local 221, 4004 Kearny Mesa Road, San Diego, CA 92111. The Union shall provide the name and the contact information for the Chapter President each year and as the information changes.

Section 10 – Orientation: SEIU will be notified of the hiring and orientation of new members and be given the opportunity to meet with new members during the Cities orientation process. SEIU will be notified of the hiring and orientation of new bargaining unit members ten (10) days before the new employee's first day of employment. SEIU will be given the opportunity to meet with new members during a one (1) hour session, conducted by the Union, either during the Cities orientation process, or during regular working hours and onsite, without loss in compensation. The Union will distribute to each new employee entering the unit information together with an orientation packet that will be supplied by the Union.

Union designee(s), including, but not limited to, Authorized Union representative(s), officers, stewards, and members, shall conduct the sessions covered under this Agreement. The City will grant release time without loss in compensation for one employee to serve as a union designee for purposes of the meeting with the new employees.

Section 11 – Employee Information Listing: The City shall provide the Union with a complete and current listing of all employees in the bargaining unit. Such listing shall include employee name, job classification, work location, department, work phone, hiring date, the employee’s personal email, personal cellular telephone number, and home address within 30 days of the date of hire or by the first pay period of the month following hire. The listing will be organized by work location. The City shall provide the Union with a list of the information for all employees in the bargaining unit at least every 120 days.

Section 12 – Neutrality:

A. The Cities representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with newly hired employees.

B. Consistent with Government Code section 3550, which states a public employer shall not deter or discourage public employees or applicants to be public employees from becoming or remaining members of an employee organization, or from authorizing representation by an employee organization, or from authorizing dues or fee deductions to an employee organization, the Cities representatives shall refrain from any discussion, mention, written, verbal, or other communication with bargaining unit employees that would, in any way, disparage the Union or intimidate bargaining unit employees from joining or participating with the Union. City representatives shall refrain from any mention of who can and cannot join or participate in with the Union with the sole exception of distinguishing bargaining unit employees from non-represented units. Further, the City shall not make any announcement about whether bargaining unit employees are required to stay for the Union’s one (1) hour presentation, nor schedule any activity in connection with the onboarding session that occurs at the same time as the Union’s presentation.

ARTICLE 4— WORK SCHEDULES

Section 1 — Work Shift: The twelve (12) hour shift shall remain as past practice for Water Plant Operators; said shift shall consist of seven (7) days on, seven (7) days off. The first shift is from 6:00 a.m. to 6:00 p.m. The second shift is from 6:00 p.m. to 6:00 a.m.

Section 2 –Rest Breaks: Two 15-minute rest breaks shall be granted to employees each 8 hour workday and shall be scheduled at or about midpoint between the start of the shift and the meal period, and midpoint between the meal period and the end of the work shift.

Section 3 – Meal Periods: All employees shall be entitled to a minimum 30-minute uninterrupted and duty-free lunch period, which shall be scheduled at or about the midpoint between the start of the shift and the end of work shift.

If the Employee’s unpaid meal period is interrupted with supervisor approved work related purposes, the employee will receive comp time at the rate of 1 ½ times for the portion of the meal that was interrupted.

Section 4- End of Shift: Bargaining unit members shall be permitted to use the last fifteen (15) minutes of their shift to wash up and change out of their uniforms.

Section 5 – Changes in Shift Assignment: The City shall not change working hours or shift assignments of employees or positions except for lawful purposes in the exercise of its management rights.

When changes to an employee's shift or days off occur due to a permanent reassignment, the employee will be given as much notice as possible to make the necessary arrangements for the adjustment when possible. Such notice will be in writing fifteen (15) calendar days prior to the permanent reassignment.

Temporary assignments will not be used for more than 45 days and will not be used to circumvent assigned work schedules.

ARTICLE 5— COMPENSATION AND OVERTIME PAY

Section 1 — Work Week: The City's work week begins Wednesday at 12:00 am. and ends on 11:59 p.m. Tuesday.

Section 2 — FLSA Overtime Pay: The City uses a 40-hour work week standard to calculate FLSA overtime pay for Waste/Water Plant Operators. FLSA overtime pay is compensated at 1.5 times the employee's regular hourly rate of pay.

Section 3 — Compensatory Time Off: The City may compensate bargaining unit members with 240 hours of compensatory time off (CTO), in lieu of cash overtime, at a rate of 1.5 hours for each hour of FLSA overtime worked. Once a unit member accrues 240 hours of CTO, the City shall pay overtime compensation in cash. The City shall not unreasonably deny a bargaining unit member the use of CTO.

Section 4 — Standby Time: Standby time shall be that period other than regularly scheduled working time during which an employee is on standby to receive calls for emergency water service. A bargaining unit member who is assigned to stand by status will be paid the equivalent of eighteen (18) hours at the bargaining unit member's regular rate of pay for every seven (7) days that the employee is on standby. (whether or not he/she is actually called out for work during that workweek). In addition to any call-out overtime actually worked. The pay will be pro-rated for periods of standby assignments of less than seven (7) days. An employee who is unable to report to work or cannot be located within a reasonable period of time shall forfeit the "standby" pay and shall be removed from "standby" status for the remainder of the week in question. Reasonable time for purpose of this provision is fifteen (15) minutes unless otherwise approved by the Plant supervisor. For purposes of this section, an employee who is on "standby" shall, in the event of an illness or emergency, notify the applicable supervisor as soon as possible. A maximum of eighteen (18) hours of standby pay may be paid to any combination of employees every seven days.

An employee required to be on standby on a contract Holiday, will receive six extra hours comp time in addition to the standard standby pay.

Section 5 — Call-back Pay: A bargaining unit member who has been released from duty and has left the work premises shall, if he/she is called back to duty be paid a minimum of two (2) hours. If the actual time traveling to and working a call-back to duty exceeds two (2) hours, the employee is entitled to receive pay for actual time. The first hour of a call is paid at double time. Call-back time actually worked after the first hour is paid at 1.5 time. Travel time shall be compensated accordingly only if travel time is within the County of Imperial.

Section 6 – Out of Class Pay: An employee shall be compensated an additional ten dollars (\$10) per day for each day he/she is assigned in writing to work out of class beginning with the first day. Working out of class is when an employee is performing the full range of duties and responsibilities allocated to an existing classification that the employee is not currently appointed to.

Section 7 — Night Differential: The City agrees to the following night differential pay of 7.5 percent per shift for the 6 p.m. to 6 a.m. shift. A bargaining unit member who replaces an operator who is on vacation or sick leave will be paid night differential pay.

Section 8 — Uniforms: Bargaining unit members shall be allowed one uniform per day supplied by the City and an annual shoe reimbursement up to \$250. The City agrees to reimburse each member up to \$250 per fiscal year for the purchase of safety boots provided the member submits receipt(s) for the boots purchased. Safety boots reimbursement shall be paid within a reasonable period of time from when the member submits the receipts.

Section 9 — Longevity Pay:
Longevity Pay is not available to any employee hired or re-hired on or after September 1, 2017. For bargaining unit members hired before September 1, 2017, Longevity Pay will be paid on the following schedule: \$20.00 per month for five (5) years of continuous service; an additional \$30.00 per month for ten (10) years of continuous service; an additional \$40 per month for fifteen (15) years of continuous service; an additional \$50 per month for twenty (20) years of continuous service; and, finally an additional \$60 per month for twenty five (25) or more years of continuous service. All existing employees shall be entitled to receive longevity pay until their employment with the City of Calexico is terminated.

Section 10 — Merit Pay Increases:
Employees shall be hired at Step 1 of the salary schedule and will move to higher steps based upon merit in the following manner:

	To	Time	Merit Evaluation
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Step 1	Step 2	9 months	"Standard" or better
Step 2	Step 3	1 year	"Standard" or better
Step 3	Step 4	1 year	"Standard" or better
Step 4	Step 5	1 year	"Standard" or better
			"Standard" = 71% or better

Failure of the City to issue a timely Merit Evaluation on a form, prior to the anniversary date, mutually agreed to between the City and the Union, shall be treated as a "Standard" evaluation and shall cause the employee to be awarded the appropriate step increase.

Section 11 — Professional Development Program:

For bargaining unit members who were hired prior to January 1, 2012, the member not on initial hire probation shall be paid for all college degrees earned from an accredited institution of higher education, pursuant to the following education incentive pay (an employee transferring from another City department shall be considered an initial hire for the purposes of this section).

Tuition reimbursement will be available to bargaining unit members hired prior to January 1, 2012, providing that the tuition reimbursement procedure is followed in accordance with the policy, and the department can sustain the expense.

- A. A salary adjustment of five percent (5%) upon completion of an AA or AS degree with a grade of "C" or better (but no unit member will receive more than one salary increase under this provision);
- B. If the unit member previously received a salary increase of 5% upon completion of an AA or AS degree, the unit member shall receive a salary adjustment of 5% upon completion of a BA or BS degree (but no unit member will receive more than one salary increase under this provision). If the unit member did not previously receive a salary increase upon completion of an AA or AS degree, the unit member shall receive a salary increase of 10% upon completion of a BA or BS degree (but no unit member will receive more than one salary increase under this provision).

No unit member shall receive more than a total salary adjustment of ten percent (10 %) under this section during the member's employment with the City. This provision shall apply only to unit members hired prior to January 1, 2012.

Any unit member receiving a salary adjustment for college units (either 2.5, 5 or 7.5 percent), under an MOU effective prior to October 1, 2002, will continue to receive that salary adjustment during his/her employment in the bargaining unit, until he/she qualifies for a higher salary adjustment under this provision. A unit member receiving five percent (5%) salary adjustment for units under a former MOU will, upon qualifying for an AA or

AS degree salary adjustment, receive only one such salary adjustment, as all salary adjustments are non-cumulative.

All unit members hired on or after January 1, 2012 shall not receive any benefits under this section.

Under this Professional Development Program, eligibility for the above-described salary adjustments are subject to the following conditions: (1) The employees interested in career advancement shall submit a request describing the educational opportunities to their department heads for review and consideration. The request must be job related and specific to the employee's position and department. (2) If the department head finds that the educational opportunity or degree obtained is specific to the employee's position with the City, then the department head will grant the applicable salary adjustment.

Section 12 — Membership Dues: The City agrees to pay membership dues and certificate renewals for certified water/wastewater operators.

Section 13 — Increased Certification Grade:

- A. Upon attaining a higher Operator certification, but no more than two higher certifications from the minimum certifications required for the position, from the State of California, all bargaining unit member shall be advanced to the appropriate range, salary adjustment equal to 5% of base salary, up to 10%, for that level of classification, for so long as the employee maintains the valid higher certification. This will not result in a reclassification or promotion.
- B. Upon attaining a Distribution or Collection certificate from the State of California required by the Department, a bargaining unit member will be paid a salary adjustment equal to 5% of base salary for so long as the employee maintains the valid certification. This will not result in a reclassification or promotion.

Section 14 — Cost of Living Increases: The following cost of living salary increases shall be provided for the duration of the term of this MOU to all bargaining unit members:

- A. In recognition that the City provided these increases, it is acknowledged that all bargaining unit members received a 2% salary increase in May 2020.
- B. In recognition that the City provided these increases, it is acknowledged that all bargaining unit members received a 2% salary increase in July 2020.
- C. The City shall pay a one-time one lump sum signing bonus in the amount of \$1,000 payable to all bargaining unit members upon ratification and approval of this MOU.
- D. City shall pay a 2% cost of living (COLA effective (retroactively) July 1, 2021 to all bargaining unit members.
- E. City shall pay a 1% cost of living increase (COLA) effective January 1, 2022 to

all bargaining unit members.

“Me Too” Clause:

It is mutually agreed by all parties effective upon ratification of this Agreement and for the duration of this Agreement the City agrees to a non-precedent setting “me too” clause; in the event that any other employees in a bargaining unit receives a cost of living salary increase approved by the City Council that is above the agreed upon increases for 2021 and 2022 as defined in Article 5 of this Agreement the same shall be provided to Certified Operators bargaining unit employees as well.

Section 15- Labor Market Study: The City shall conduct a labor market compensation study of all the job classifications in the Operators bargaining unit in fiscal year 2020/21 and provide a copy of the results of the labor market compensation study to the Union. The study shall be conducted by City Staff and not an independent consulting firm; local area and regional entities shall be used for the compensation study.

ARTICLE 6— RESIGNATION AND DISCIPLINE

Section 1 — Resignation: A bargaining unit member may voluntarily separate from City employment. A month's notice of intended separation is desired so that management may have sufficient time to obtain a necessary replacement, and a minimum of two (2) full weeks is strongly recommended.

Section 2 — Disciplinary Action: The department head may discipline any bargaining unit member, for just and valid cause. However, due and careful consideration will be given to all facts surrounding the reason for discipline before the final action is taken. A bargaining unit member shall receive written pre-disciplinary notice of the facts and charges in any proposed disciplinary action that involves a loss of pay.

Section 3 — Appeal of Disciplinary Action: A bargaining unit member has the right to appeal discipline that involves a loss of pay to the Personnel Commission pursuant to Municipal Code Chapter 2.20. A final, written notice of discipline will inform or remind the bargaining unit member of this right.

Section 4 — Exit Interview: The department head will coordinate with the Human Resources Department regarding an exit interview, with adequate lead-time, with any bargaining unit member who is separating from City service. Any bargaining unit member leaving City employment shall clear any and all outstanding obligations to the City through communication with the Finance Officer before the final paycheck shall be issued.

ARTICLE 7 — GRIEVANCE PROCEDURE

Section 1 — Purpose: This Article is intended to provide the means for employees, recognized employee organizations, and management to resolve grievances in an orderly manner within a reasonable time period; and to administer employer-employee relations

through uniform and orderly methods of communications between employees and management.

Section 2 — Policy:

- A. Any bargaining unit member has the right to file a grievance without fear, intimidation, or coercion from any party;
- B. Any bargaining unit member may represent him/herself or request the assistance of a Union Representative or Steward at any or all steps in the grievance procedure up to Advisory Arbitration;
- C. Grievances may be initiated by the employee, or the Union;
- D. The bargaining unit member's or Union's first contact regarding job and working conditions is with the immediate supervisor and the supervisor shall attempt to settle grievances informally at that level;
- E. The immediate supervisor is responsible for informing employees about job requirements, personnel policies, and the work unit's relationship to the division, department and the City as a whole;
- F. A grievant and steward (if selected) may attend a grievance meeting with a supervisor on his/her own behalf without loss of pay. A steward and/or Union Representative may represent him/her at such grievance meeting without loss of pay.

Section 3 — Definition:

A grievance is a claim, charge or dispute involving the following:

- A. The interpretation or application of any City rules, regulations, ordinance, or resolution affecting an employee's wages, hours, or conditions of work; or
- B. The interpretation or application of the provisions of this MOU.
- C. Notwithstanding subsections (A) and (B) above, a grievance does not include any challenge to a disciplinary action.

Section 4 — Informal Grievance Procedure: The informal complaint procedure shall be used before the formal grievance procedure. The grievant shall discuss his/her complaint with his/her immediate supervisor no later than ten (10) working days after the occurrence of the incident causing the grievance. If the immediate supervisor fails to reply within five (5) working days, or the grievant determines he/she is not satisfied with any decision within five (5) working days after receiving it, the grievant may utilize the formal grievance procedure.

Section 5 — Formal Grievance Procedure:

- A. The formal grievance procedure shall be initiated not later than ten (10) days after the discussion with the immediate supervisor in the informal procedure.
- B. The formal grievance shall be initiated by the filing of a written grievance, within the time period set forth above, on a form provided for this purpose. The form shall contain:
 - 1. Name of Grievant
 - 2. Class Title
 - 3. Department
 - 4. Grievant's mailing address
 - 5. A clear statement of the nature of the grievance citing applicable ordinance, rules, regulations, or action
 - 6. The date upon which such grievance occurred
 - 7. The action taken as a result of the informal complaint procedure
 - 8. A proposed solution to the grievance
 - 9. Date of execution of the grievance form
 - 10. Signature of the grievant
 - 11. The name of the organization or individual, if any, representing the grievant.

The following steps are to be used to resolve the formal grievance:

- Step 1. The written grievance shall be filed and presented to the second-level supervisor, who shall investigate the grievance and shall confer with the grievant, his/her representative, and any other employee or employees in an attempt to resolve the grievance. Within ten (10) working days after the written grievance is first submitted to second-level supervisor, said second-level supervisor shall make and file a decision in writing with the grievant, his/her representative and the Human Resources Department.
- Step 2. If the issue is not resolved in Step 1, said grievance shall be filed with the department head, and grievant, his/her representative, within not more than ten (10) working days from the receipt of the supervisor's response. A copy of such request shall be delivered to the Human Resources Department. Within ten (10) working days after the written grievance is submitted to the department head, the department head shall make and file a decision in writing with the grievant, his/her representative, and the Human Resources Department.
- Step 3. If the department head does not resolve the grievance to the satisfaction of the grievant, the grievant may, within not more than ten (10) working days from receipt of the department head's decision, request in writing that the City Manager or his/her designee consider the grievance. A copy of the request filed by the grievant shall be submitted to the Human Resources Department.

Within ten (10) working days after such request, the City Manager or designee shall investigate the grievance, confer with the persons affected and the grievant's representative, and seek through a meeting of the parties to resolve the matter by agreement between the parties.

Step 4. Advisory Arbitration of Grievances: In the event that the grievance is not resolved by agreement between the parties, the Union may, within thirty (30) calendar days after the meeting in which the parties failed to reach agreement, request that the grievance be heard by an arbitrator. A grievance involving a letter of warning shall not be subject to arbitration.

(a) Selection of Arbitrator: The arbitrator shall be selected by mutual agreement between the City and the grievant or his/her representative. If the City and the grievant or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of five qualified arbitrators. The City and the grievant or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.

(b) Duty of Arbitrator: Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a proposed disposition of the grievance which shall be submitted to the City Manager. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the MOU applicable to the grievance, and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions the MOU. The decision of the arbitrator shall be advisory to the City Manager who shall render a final written decision within ten (10) working days of receipt of the decision of the arbitrator.

The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment, specifically covered by the MOU, or to revise, modify or alter, in any respect, any provision contained in the MOU.

(c) The City Manager's or designee's decision shall be final and is not subject to appeal.

(d) Payment of Costs: Each party to a hearing before an arbitrator shall bear his own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne one-half by the City and one-half by the grievant.

Section 6 — Time Limits:

- A. The time limits of each step may be extended by mutual consent of the parties. The duration of the extension shall be in writing and signed by both parties involved at the step to be extended.
- B. If any grievance is not appealed within the stated time limits, or extensions of any of the above steps, the grievance shall be considered conclusively settled on the basis of the last disposition by appropriate authority. No further City appeal or review is available.
- C. If a supervisor or other appropriate authority fails to furnish a response within the required time limits, or extensions, of any of the above steps, the employee or Union may proceed with the grievance at the next appropriate step.

ARTICLE 8— HOLIDAYS

Section 1 — Authorized Holidays: Authorized holidays are as follows and, except where the best interests of the City so require and except on floating holidays, municipal offices shall be closed on such days:

New Year's Day	Thanksgiving Day
Martin Luther King Birthday	Day after Thanksgiving
Cesar Chavez Holiday	Christmas Day
Memorial Day	Day After Christmas
Independence Day	January 2nd
Labor Day	Admissions Day
Veterans Day	President's Day
Two (2) Floating Holidays	

If a holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Every person who is employed in a permanent full-time position shall be allowed leave of absence with pay for every authorized holiday. Temporary seasonal shall not receive leave of absence pay for holidays. Persons employed on a permanent part-time basis, shall be entitled to receive holiday pay at one-half the regular rate.

ARTICLE 9— SICK LEAVE

Section 1 — Sick Leave Regulations:

- A. Every bargaining unit member who has been continuously employed by the City for 180 days, except temporary, seasonal, or part-time employees, shall receive one (1) working day of sick leave with pay for each full month of employment or

major portion thereof.

- B. Sick leave credit may be accumulated without limitation.
- C. If sick leave for illness or injury exceeds three (3) consecutive working days, the employee, prior to returning to work, shall submit a statement from a physician, surgeon or other person practicing a recognized healing art that has been certified by the State of California. The statement shall certify that the employee's physical or mental condition prevented him/her from performing the duties of his/her position during the period of absence. The physician statement requirement described here also applies to a bargaining unit member who takes sick leave of more than three (3) consecutive days to attend to the illness of the member's child, spouse, or parent.
- D. The department head shall approve the use of all sick leave.
- E. Bargaining unit members employed on a part-time basis shall receive sick leave benefits at one-half the regular rate.
- F. If an employee sustains an illness or injury in the course of City employment, he/she shall review full pay for the waiting period following such disability as defined by state law. Such compensation shall not be deducted from the employee's sick leave credit.

Section 2 — Sick Leave - Cash Compensation for Disability: When an employee incurs an on-the-job disability, he/she may request and receive cash compensation in lieu of sick leave to make up the difference between the employee's net salary and the amount he/she receives in state compensation insurance benefits while disabled.

Section 3 — Sick Leave - Cash Compensation upon Separation from Employment: Upon separation from City employment, cash compensation shall be paid for accumulated sick leave as follows:

- A. Every bargaining unit member who has twenty (20) to thirty-nine (39) days of accumulated sick leave shall receive one-half ($\frac{1}{2}$) of his/her regular monthly base pay.
- B. Every bargaining unit member who has forty (40) or more days of accumulated sick leave shall receive his/her monthly base pay for a one-month period.

Section 4- Sick Leave Buy-Back Option: The City and the Union agreed to utilize Section 7.07 of the Calexico Personnel Rules and Regulations.

ARTICLE 10— VACATION

Section 1 — Accrual: Until capped as described in this Article, vacation shall accrue at

the following annual rate for full-time bargaining unit members:

<u>Length of Continuous Employment</u>	<u>Accrual</u>
6 months	1 working day
1 year to 4 years	12 working days
5 years to 9 years	16 working days
10 years to 14 years	18 working days
15 years or more	22 working days

Section 2 — Scheduling: The department head or his or her designee approves vacation leave based on the scheduling and operational needs of the department.

Section 3 — Accumulation: A bargaining unit member ceases earning vacation once he or she accumulates the total number of hours that can be earned in his or her prior two (2) years of service. The total number of hours that can be earned by a member is based on each member's length of continuous employment with the City.

Section 4 — Separation from City: Upon separation from City employment and after passing probation, compensation shall be paid for vacation leave that has been earned but not taken.

ARTICLE 11 — OTHER LEAVES

Section 1 — Unpaid Leave of Absence: A bargaining unit member may be allowed a leave of absence without pay by his/her department head of no more than five (5) working days. A bargaining unit member who has been in the continuous employ of the City for six (6) full months or more, except temporary or seasonal employees, may be allowed a leave of absence without pay for no more than ninety (90) days upon the recommendation of the department head and the approval of the City Manager. While on unpaid leave, a bargaining unit member shall not earn vacation, holiday, or sick leave, and shall pay for the full cost of health insurance, including the City's cost.

Section 2 — Military Leave: Military leave shall be granted in accordance with the provisions of federal and state law. Every employee entitled to receive the benefits of military leave shall give his/her department head the opportunity, within the limits of military necessity, to determine when such leave shall be taken.

Section 3 — Bereavement Leave: The City agrees to grant three (3) paid days for bereavement leave following the death of the following relatives of an employee:

Father (includes stepfather)	Father-in-law
Mother (includes stepmother)	Mother-in-law
Sister	Sister-in-law
Brother	Brother-in-law
Wife	Husband
Son (includes stepson)	Daughter (includes stepdaughter)
Grandfather	Grandmother

Son-in-law	Daughter-in-law
Grandchildren	Aunt
Uncle	Cousin

An employee shall be excused from work by the City, upon the employee's request, for an additional two days following the death of a relative as defined herein, on the condition that the employee uses existing vacation leave, sick leave, or other accrued leave time.

ARTICLE 12 — HEALTH BENEFITS

Section 1 — Life Insurance: The City shall provide \$50,000 in life insurance coverage and \$50,000 for accidental death and dismemberment for each bargaining unit member. The City will also provide life insurance in the amount of \$2,500 for each bargaining unit member's dependents.

Section 2 — Group Medical/Dental/Vision Insurance:
 As of September 1, 2017, Employees will be responsible for 15% of any health benefit premium, As of July 1, 2018, Employees will be responsible for 17.5% of any health benefit premium. Finally, as of July 1, 2019, and thereafter, Employees will be responsible for 20% of any health benefit premium.

Permanent Part-time Employees Medical Plan: A capitated medical plan is available to permanent part-time employees limited to medical services provided in Mexicali, B.C. Mexico by Almater Hospital and containing a maximum yearly benefit amount of \$15,000.00. The premium of \$75.00 per month for this medical plan will be paid ½ by the permanent part-time employee and ½ by the City.

This section also supersedes the Medical Insurance Plan contribution provided for in the Side Letter between the City and the Association executed in March of 2014.

Section 3 — Waived Health Insurance Benefit: The City provides a health allowance for those employees who opt out of the health insurance coverage for the following reasons: 1) employee's spouse has a more attractive benefit package through the spouse's employer; and/or 2) employee is married to another City employee. The monthly health allowance is \$385.10 for family and \$182.24 for single.

Employees may use the health allowance to enhance their dental program or to purchase additional supplemental coverage through contracted medical providers with the City. Employees will have an opportunity to change their coverage only during open enrollment. If the employee or employee's family experiences a major life change as defined in the city's health insurance plan the employee may change their coverage at that time.

Section 4 — Employee Cafeteria Plan: The City will offer a flexible benefit plan also known as a "cafeteria" plan available to employees based on the concept of employee

choice. Under this plan, employees have the opportunity to individually select the type of benefits and the level of coverage desired from a menu of options offered by the City during the annual open enrollment period.

The City's cafeteria plan will offer pre-tax and after-tax options and is not subject to ERISA.

The only permitted choices of benefits for employees authorized under the Employee Cafeteria Plan are benefits from those providers, which have a contractual relationship with the City.

Open Enrollment Period: The City will allow an annual open enrollment period of not less than thirty (30) days for employees prior to the start of the plan year for the next fiscal year, so that employees can choose benefits from the cafeteria plan.

Section 5 — Physical Examinations: The City will provide each bargaining unit member an annual respiratory fitness exam and vaccinations for Hepatitis A, Hepatitis B and Tetanus and diphtheria. The annual respiratory examination along with the Hepatitis A, B, Tetanus and Diphtheria vaccinations shall be conducted during the month of February each calendar year. All vaccinations shall be administered to bargaining unit members through the Imperial County Public Health Department in accordance with the Centers for Disease Control's guidelines.

Section 6 — Retiree Health Plan:

- A. The Retiree Health Plan Policy adopted by the City Council on May 18, 1993 outlines the criteria for the retiree health for those hired on or after May 18, 1993.
- B. Post-1993 Retiree Health Coverage: Any employee hired on or after May 18, 1993 shall pay a medical contribution based on the current cost of the City's health plan and upon the years of City service upon their retirement from City service. The medical coverage will cap at age 65.
- C. Pre-1993 Retiree Health Coverage: For those employees who were hired before May 18, 1993 and who elect to continue coverage with the City's health plan upon their retirement from City service, they shall be entitled to lifetime medical coverage. Cost of the coverage shall be \$120.00 a month. At age 65, the City's health plan shall become secondary and Medicare shall be primary, and all claims shall be adjudicated accordingly. Any eligible employee, hired before May 18, 1993, who retires from City service after July 1, 2008 shall have the option of either selecting Pre-1993 Retiree Health Coverage, as described herein, or, in the alternative, if the employee chooses, the employee may elect the Post-1993 Retiree Health Coverage.
- D. Employees who are hired after July 1, 2008 shall not be entitled to medical insurance coverage when they retire from City service.

- E. Any employee who separates from City service shall be provided with COBRA notification by the City's Third-Party Administrator. The City's Third-Party Administrator shall handle the processing and collecting of retiree health contributions.
- F. Any retiree who is three (3) months delinquent from paying retiree health contributions shall be removed from the retiree medical coverage. Any retiree removed from the health plan for non-payment shall not be allowed to re-enroll in the health program. Any retiree who is removed from the health plan for non-payment shall be provided with COBRA notification by the City's third-party administrator.

ARTICLE 13— RETIREMENT

Section 1 — Retirement: Retirement benefits are subject to the Public Employees' Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL). If there is a conflict between this MOU and requirements pursuant to PEPRA and/or PERL, PEPRA and PERL shall prevail.

The City shall continue its contract with the California Public Employee Retirement System CalPERS. The City shall continue to pay its portion of the cost except as provided for in this section.

All unit members other than "new members" as defined by California Government Code section 7522.04(f) shall individually pay 7% of the member contribution required by CalPERS.

Unit members who are "new members" as defined in California Government Code section 7522.04(f), shall be required to pay a PERS contribution in an amount equal to 50% of the normal cost rate, up to a maximum of 8% for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled, rounded to the nearest quarter of 1% or the current contribution rate of similarly situated employees, whichever is greater, pursuant to Government Code section 7522.30.

This section also supersedes the CalPERS contribution provided for in the Side Letter between the City and the Association executed in March of 2014.

Section 2 — Social Security: All employees shall be responsible for payment of the employee's full share of the Federal Insurance Contribution Act (FICA) tax, which includes Social Security and Medicare, at the contribution limits established by federal law.

ARTICLE 14— NEW EMPLOYEE BENEFITS

The Union and the City agree to continue to meet and confer on the issue of benefits

for new employees, with the intent that the members of this bargaining unit shall receive comparable benefits to other City employees.

ARTICLE 15 — UNION DUES DEDUCTION

Section 1 — Dues Deduction: The City shall deduct from the bi-weekly paycheck of each member of SEIU covered under this MOU, who has signed an appropriate authorization of dues deduction form, membership dues and other deductions as determined by SEIU in accordance with SEIU's by-laws and constitution. SEIU shall provide a written certified list of employees who have authorized dues, and/or other deductions, and the amounts to be deducted to the City. SEIU shall give written notice of any changes of employee authorizations to the City. SEIU shall also give electronic notice to the City of any change in the dues and/or deduction amounts. Deductions and changes shall begin in the first full pay period after the notice was received. All amounts deducted by the City under this article shall be remitted to SEIU. The City shall also furnish to SEIU a list showing the name of each employee whose dues are included in the remittance and the amount thereof.

Request to authorize dues, or requests to change status regarding such deductions, shall be directed to SEIU rather than the City. The City shall rely on SEIU's certified list, submitted by a representative of SEIU who has authority to bind SEIU, regarding whether an authorization/change in deduction(s) has been requested by the employee. Questions regarding starting or changing deductions covered in this section shall be directed to a SEIU representative. The City will not process any change requests that may come directly from an employee in the bargaining unit.

Section 2 — Indemnification: SEIU shall indemnify the City for any and all claims made by employees for deductions made in reliance on the certification in accordance with Government Code Section 1157.12(a), as amended.

ARTICLE 16— PROBATION AND TRAINING

Section 1 — Probationary Period:

- A Probationary period will permit both the supervisor and the employee to become acquainted and to determine the adaptability and fitness of the employee to the assigned work.
- B. All new employees hired on or after January 1, 2003 shall be subject to a probationary period of nine (9) months.
- C. Employees promoting from one classification to another shall be subject to a

probationary period of nine (9) months in the new classification.

- D. All probationary periods will be inventoried every thirty (30) days for the first ninety (90) days, at the end of six months, and annually thereafter.
- E. An evaluation assessment will be completed on an as needed basis to try and assist all probationary employees who are not performing to the expected standard. Probationary employees may be terminated after the second inventory assessment if they continue to fail to perform at the expected standard.

Section 2 — Training: The department head is responsible for developing training programs for employees. Such training programs may include lecture courses, demonstrations, assignments of reading materials or such other devices as may be available for the purpose of improving the effectiveness and broadening the knowledge of the bargaining unit members in the performance of their respective duties. The City shall also provide confined space and hazardous materials handling training.

A third-party accredited training institute or academy may also be used from time to time. The City agrees that it will cover reasonable and appropriate pre-approved costs associated with such training for bargaining unit members. The City has discretion to approve or deny any request for such training. The City will not unreasonably withhold approval where the training is in-state, relevant to member duties, and where the costs and time requirements of such training are reasonable given the City's needs.

ARTICLE 17— LABOR MANAGEMENT COMMITTEE

A Labor-Management Committee (hereinafter, "Committee") shall be established for the purpose of discussing matters of mutual concern outside of the scope of representation and matters related to the administration of the Agreement. The Committee shall be composed of representatives of the bargaining unit, one (1) staff representative from the Union, and representatives of the City or mutually agreed upon combinations. The Committee shall meet at least quarterly, or upon the written notification of either party for the purpose of discussing matters of mutual concern. Grievances and disciplinary actions shall not be discussed at such meetings. Matters subject to the duty to bargain may be discussed, however, the Labor-Management Committee shall not have the authority to add to, amend, or modify the Agreement.

ARTICLE 18 - SAVINGS, ZIPPER, DURATION

Section 1 — Savings Clause: If any provision of the MOU is in conflict with the provisions of federal, state, or local laws or regulations, or is otherwise held to be invalid or unenforceable by existing or subsequently enacted legislation or by decision of any court of competent jurisdiction, that provision shall be suspended and superseded by the applicable law or regulations, and the remainder of the MOU shall remain in full force and

effect. The Union shall have the right upon request to meet and confer with the City concerning the practical effect of such conflicts on wages, hours, or terms and conditions of employment.

Section 2 — Zipper Clause: This MOU sets forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing MOUs, understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect. Each party agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or addressed in the MOU during the term of this MOU. It is the intent of the parties that this MOU be administered and observed in good faith.

Section 3 — Term of MOU: The term of the MOU shall be July 1, 2020, through June 30, 2022.

Section 4 – Layoff/Reduction in Force: The Parties agree to continue to meet and confer regarding Layoff/Reduction in Force procedures.

SEIU/CALEXICO WATER/WASTEWATER CERTIFIED OPERATORS

Crystal Irving, President SEIU Local 221 Date

David Garcias, Chief Negotiator, SEIU Local 221 Date

Jesus Navarro, President Date

Juan Diego Lopez Date

Eduardo Barron Date

Jesus Marquez Date

CITY OF CALEXICO

Miguel Figueroa, City Manager

Date

Gabriela Garcia, City Clerk

Date