

**Letter of Understanding  
Between  
The City of Calexico and  
The Calexico Certified Operators/ SEIU Local 221**

The City of Calexico (City) and the Calexico Certified Operators/ SEIU Local 221 (Association) have previously met and conferred and agreed upon the following Letter of Understanding (LOU) dated September of 2017. The parties have agreed as follows:

**1. CalPERS Pick Up**

Beginning as of January 1, 2018, in lieu of the retirement benefits as set forth in the 2013-2014 Memorandum of Understanding (MOU), the parties agree that the Association members will pick up 7% of their individual CalPERS contribution.

As such, Article 13, Section 1 of the MOU shall be revised as of January 1, 2018 to read:

**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.

## 2. **Graduated Health Benefit Premium Pick-Up**

Beginning immediately as of the date of this LOU, the Association members will be responsible for fifteen percent (15%) of any health benefit premium. Thereafter, as of July 1, 2018, the Association members will be responsible for seventeen and one-half percent (17.5%) of any health premium. Finally, as of July 1, 2019, the Association members will be responsible for twenty percent (20%) of any health premium.

As such, Article 12, Section 2 of the MOU shall be revised as of the date of this LOU to read:

**Section 2 - Group Medical/Dental/Vision Insurance:** The City agrees to contribute up to 80% of the health benefit premium for the employee's selected health benefit package.

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 1/2 by the permanent part-time employee and 1/2 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.

## 3. **Longevity Pay**

Beginning immediately as of the date of this LOU, Longevity Pay entitlement shall be re-implemented as to bargaining unit members hired before September 1, 2017. The Longevity Pay benefit is not available to any employee hired on or after September 1, 2017.

As such, Article 5, Section 9 of the MOU shall be revised as of the date of this LOU to read:

**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 \$40.00 per month for fifteen (15) years of continuous service; an additional \$50.00 per month for twenty (20) years of continuous service; and, finally, an additional \$60.00 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.

#### 4. Training

Effective as of July 1, 2018, the City will agree to cover reasonable and approved costs of in-state training for bargaining unit members. The City will not unreasonably withhold approval for reasonable and relevant training relevant to bargaining unit member duties.

As such, Article 16, Section 2 of the MOU shall be revised as of the date of this LOU to read:

**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 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.

#### 5. Re-Opener

Effective as of the date of this LOU, the parties agree that should the City sales tax revenues exceed five million dollars (\$5,000,000.00) in either 2017-18 or 2018-19 fiscal years, economic issues will be reopened for negotiation.

As such, Article 18, of the MOU shall be revised as of the date of this LOU to include the following Section 5:

**Section 5 - Re-Opener:** The parties agree that should the City sales tax revenues are over five million dollars (\$5,000,000.00) in either the 2017-18 or 2018-19 fiscal year, the parties will reopen negotiations regarding economic issues. The re-opening of negotiations will not result in a loss of pay or benefits to the employees.

6. The term of the MOU shall be September 1, 2017 through June 30, 2020.

7. Remainder of the Contract Not Affected

All other provisions of the current MOU between the City and the Association shall remain unchanged.

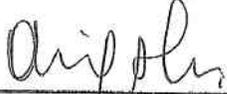
IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding as of the latest day and year below.

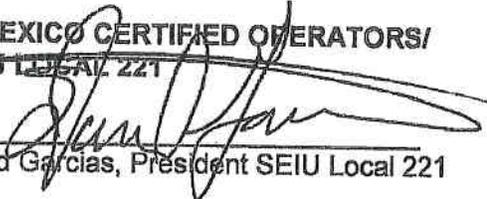
Date: 10/5/17

Date: 9/30/2017

CITY OF CALEXICO

CALEXICO CERTIFIED OPERATORS/  
SEIU LOCAL 221

  
Armando G. Villa, City Manager

  
David Garcias, President SEIU Local 221

Eduardo Gutierrez, Interim Director of Finance

Karen Paredes-Tupper, Snr. Worksite Organzier, SEIU Local 221

  
Rosalind Guerrero, Human Resources & Risk Management Manager

Jesus Navarro, President

NOTE: APPROVED BY CITY COUNCIL 10/4/17

Jose Alvarado

A. G. Villa

Eduardo Barron

Juan Diego Lopez

Jesus Marquez

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CALEXICO AND  
CERTIFIED OPERATORS/SEIU LOCAL 221  
July 1, 2013 to June 30, 2014**

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, 2013 through June 30, 2014.

**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: 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 five 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, Waste Water Treatment Plant –Operations and Waste Water Treatment Plant- Collections. Five members will be allowed as long as no overtime is incurred due to any of the five members attending any scheduled meeting.

#### **Section 2 — Personnel Files:**

- A. A separate file for each employee shall be maintained in the Human Resources Department of the City. These files shall be made available only to be shown his/her personnel folder upon 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 reponse 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 has been in the file for 1 year or longer or is not dated, that 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 still 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 employees 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-Miliias-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 an SEIU Local 221 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. 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.

#### **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:** With the exception of public safety dispatchers, 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. Public safety dispatchers shall remain on-call during a paid 30 minute lunch period. Public safety dispatchers shall remain in a designated area during their meal break.

**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 for hours worked between 6 p.m. to 6 a.m. 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 allowance of \$200.00. The City shall provide the shoe allowance in a separate check on a date between July 1-14.

**Section 9 — Longevity Pay Increases:** Bargaining unit members hired before January 1, 2002 are entitled to longevity pay according to 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 \$40.00 per month for fifteen (15) years of continuous service; an additional \$50.00 per month for twenty (20) years of continuous service; an additional \$60.00 per month for twenty-five (25) years of continuous service. This benefit is deleted as to all employees hired on or after January 1, 2002. 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
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:** Upon attaining a higher Operator certification from the State of California, a bargaining unit member shall be advanced to the appropriate range 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.

**Section 14 — Cost of Living Increases:** No cost of living salary adjustment shall be provided for the duration of the term of this MOU.

**Section 15- Labor Market Study:** The City shall conduct a labor market study in fiscal year 2013-14 and provide a copy of the results of the labor market study to the Union.

**Section 16- Salary Offset**

In exchange for employees paying 3.5% of the employee portion of the CalPERS retirement contribution, employees will receive a 2.6% salary increase to their base salary. The 2.6% salary offset will be effective simultaneously with the implementation of employees paying 3.5% of the CalPERS employee contribution.

## **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	New Year's Eve
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 (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 step-father)	Father-in-law
Mother (includes step-mother)	Mother-in-law
Sister	Sister-in-law
Brother	Brother-in-law
Wife	Husband
Son (includes step-son)	Daughter (includes step-daughter)
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:** Effective June 30, 2014, the City agrees to pay 95% of the employee portion of the medical premiums, and employees shall pay 5% of the employee portion of the medical premiums for the term of the MOU.

**Permanent Part-time Employees Medical Plan:** Beginning January 1, 2002, a capitated medical plan will be made 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 one-half (50 percent) by the permanent part-time employee and one-half (50 percent) by the City.

**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.**

- A. For employees hired prior to January 1, 2013: The City agrees to continue to contract for the PERS 2% at 60 retirement plan. Effective July 1, 2014, or the earliest possible implementation date thereafter based on CalPERS implementation procedures, employees shall pay 3.5% of the employee portion of the CalPERS retirement contribution.
- B. Employees hired on or after January 1, 2013: Pursuant to PEPRA and PERL, new employees (as defined by PEPRA) hired on or after January 1, 2013, will receive the 2% @ 62 retirement formula with the use of the average of the employee's highest three-year salary. All new employees/members hired on or after January 1, 2013 will pay 50% of the normal cost contribution.

**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 SECURITY**

**Section 1 — Check off:** The Union shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the City. The City shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance to the Union, the dues, fees, or contributions authorized by employees for Union plans or programs. The City shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

**Section 2 — Dues Deduction:**

- A. The City shall deduct, as a condition of employment, in accordance with the Union dues and service fee schedule, dues or service fees from the wages of all employees who are members of the bargaining unit within thirty (30) days of their hire.
- B. The City shall deduct dues, in accordance with the Union dues and service fee schedule, from the wages of all employees who, after the date of execution of this Agreement, become members of the Union and submit to the City a dues authorization form.
- C. The City shall immediately notify a Union representative if any member revokes a dues authorization.

**Section 3 — Maintenance of Membership:** All Union-represented employees who, on the effective date of the MOU, are members of the Union in good standing and all such employees who thereafter voluntarily become Union members, shall, as a condition of employment, maintain their Union membership in good standing during the term of the MOU, subject however, to the right to resign from membership effective during any of the following resignation periods:

- A. The first 30-day period after the Union and the City adopt and ratify this MOU;
- B. Any Union member may exercise his or her rights to resign by giving written notice to the Union and to the City prior to or during the above resignation periods.

Whenever a Union member shall be delinquent in the satisfaction of his or her obligations as described in this section, the Union shall simultaneously give both the employee and the City's Human Resources Director written notice thereof, which notice shall give the employee fifteen (15) days to cure the delinquency. In the event the employee fails to cure said delinquency, the Union shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable laws, and are specifically excluded from the Grievance Procedure.

**Section 4 — Representation Service Fee:**

- A. All permanent, non-management, non-police officers, and non-confidential employees who are represented by the Union or who attain such status after the effective date of the MOU, and who choose not to become members of the Union (hereinafter "non-member unit employees"), shall be required to pay the Union, as a condition of employment, a service fee that represents each such employee's proportionate share of the Union's cost of representation, beginning thirty (30) days after the MOU is ratified and adopted by the Union and the City, or after the union has provided such employees and the City with the legally requisite

expenditure information described below whichever is latest. Such service fee shall in no event exceed the regular, periodic membership dues paid by Union members. The City agrees to deduct such fee in accordance with the law and the provisions of this section, through a bi-weekly payroll deduction.

- B. Except as provided herein, representation service fees that the City withdraws from payroll shall be transmitted to SEIU.

**Section 5 — Indemnification:** The Union hereby agrees to defend, indemnify and hold harmless the City and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article.

## **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 matter or such other devices as may be available for the purpose of improving the effectiveness and broadening the knowledge of municipal officers and employees in the performance of their respective duties. An accredited training academy may also be used from time to time for present and newly-hired safety training. The City shall provide confined space and hazardous materials handling training.

## **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**

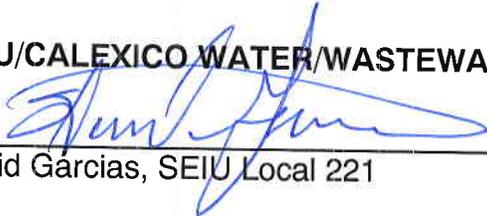
**Section 1 — Savings Clause:** If any provision of the MOU is in conflict with the provisions of federal, state, or local laws or regulations, or is otherwise held to be invalid or unenforceable by existing or subsequently enacted legislation or by decision of any court of competent jurisdiction, that 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.

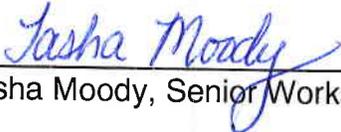
**Section 3 — Term of MOU:** The term of the MOU shall be July 1, 2013, through June 30, 2014. The provisions of this MOU shall be retroactive to July 1, 2012.

**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**

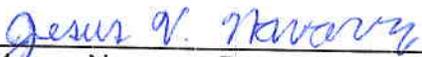
  
David Garcias, SEIU Local 221

9/25/2014  
Date

  
Tasha Moody, Senior Worksite Organizer, SEIU Local 221

9-25-2014

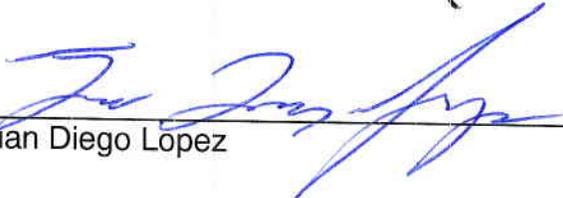
Date

  
Jesus Navarro, President

9/26/14  
Date

  
Jose Alvarado

9-26-14  
Date

  
Juan Diego Lopez

9-29-14  
Date

  
Eduardo Barron

9-26-14  
Date

**CITY OF CALEXICO**

  
Richard Warne, Interim City Manager

9-29-2014  
Date