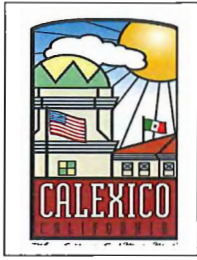


**AGENDA
ITEM**

9



AGENDA STAFF REPORT

DATE: April 20, 2023

TO: Mayor and City Council

APPROVED BY: Esperanza Colio-Warren, City Manager

REVIEWED BY: Sandra Fonseca, Interim Finance Manager

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

SUBJECT: Adopt Resolution Approving the Memorandum of Understanding Between the City of Calexico and the Calexico Supervisors Association (CSA) for the Term Beginning July 1, 2022 to June 30, 2025

=====

Recommendation:

Adopt Resolution Approving the Memorandum of Understanding between the City of Calexico and the Calexico Supervisors Association (CSA) for the term beginning July 1, 2022 to June 30, 2025.

Background:

The Calexico Supervisors Association (CSA) consists of five total classifications that Supervise the Fleet Maintenance, Maintenance & Operations, Wastewater System, Water System, and Parking/Traffic Divisions. The last memorandum of understanding between the City and the CSA was approved in 2012. With the exception of the unilateral 4% COLA's provided to all bargaining unit members in 2020, CSA classifications have not received benefit or salary increases since this agreement.

The CSA bargaining unit members had initiated negotiations in 2022 to discuss updating their MOU and to present proposals for benefits and salary increases. City negotiators met and conferred in good faith with representatives of the CSA concerning the terms and conditions of employment addressed in the MOU and have agreed to the terms of this agreement on February 13, 2023

Discussion & Analysis:

The attached Memorandum of Understanding is for a three-year term effective July 1, 2022, and expires June 30, 2025.

**AGENDA
ITEM**

Fiscal Impact:

No impact for the 22/23fiscal year.

Coordinated With:

City Administration.
CSA Association.

Attachment:

1. Calexico Supervisors Association MOU 2022-2025.
2. Resolution Approving the Memorandum of Understanding between the CSA & the City of Calexico for the term beginning July 1, 2022 thru June 30, 2025.

RESOLUTION NO. 2023-xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CALEXICO SUPERVISORS ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY

WHEREAS, Employer-Employee Relations for the City of Calexico (“City”) are governed by 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, which is also referred to as the “Employer-Employee Relations Resolution of the City of Calexico”; and

WHEREAS, the Memorandum of Understanding (“MOU”) between the City and Calexico Supervisors Association (“CSA”) expired on June 30, 2012; and

WHEREAS, a subsequent Letter of Understanding was approved in 2017 decreasing salaries and increasing members share of cost for both medical and retirement plans;

WHEREAS, the parties held “meet and confer” sessions in an effort to reach an agreement on a new MOU;

WHEREAS, the City and the CSA reached an agreement for a new MOU for the Period of July 1, 2022 through June 30, 2025; and

WHEREAS, the Memorandum of Understanding has been ratified and approved by the membership of the CSA;

WHEREAS, upon approval of this Resolution by the City Council, the Memorandum of Understanding shall reflect the sole agreement of the parties and supersede all prior agreements whether written or oral; and

WHEREAS, the provisions in the Memorandum of Understanding shall go into effect retroactive to July 1, 2022; and

NOW, THEREFORE, be it resolved, determined, and ordered by the City Council of the City of Calexico:

- Section 1. The above recitals are true and correct and are deemed to be findings by the City Council.
- Section 2. The Memorandum of Understanding between the City and the CSA referenced herein is hereby approved and adopted.

PASSED, ADOPTED, AND APPROVED by the City Council of the City of Calxico at the regular meeting this 20th day of April 2023.

Raul Urefia, Mayor

ATTEST:

Gabriela T. Garcia, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

STATE OF CALIFORNIA)
CITY OF CALEXICO) ss,
COUNTY OF IMPERIAL)

I, Gabriela T. Garcia, City Clerk of the City of Calexico, do hereby certify under the penalty of perjury, that the foregoing Resolution No. 2023-_____, was duly adopted by the City Council at a meeting of said City Council held on the 20th day of April 2023, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gabriela T. Garcia
City Clerk, City of Calexico

SEAL

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CALEXICO AND
THE CALEXICO SUPERVISORS' ASSOCIATION JULY 1, 2022 TO JUNE 30, 2025**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is entered into by and between the City of Calexico (hereinafter, "City") and the Calexico Supervisors' Association (hereinafter, "Association") for the period of July 1, 2022 through June 30, 2025.

ARTICLE 1 — RECOGNITION AND STATUS OF AGREEMENT

Section 1 — Recognition: The City formally recognizes the Association as the exclusive bargaining agent for the Supervisors (hereinafter, "bargaining unit") composed of all persons employed full time for the City in the following Supervisor classifications: Parking/Traffic Supervisor, Records Supervisor, Fleet Maintenance Supervisor, Maintenance & Operations Supervisor, Wastewater System Supervisor, and Water System Supervisor.

Section 2 — Ratification and Approval: This MOU is of no force or effect until ratified and approved by the Association 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-Millias-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, which include, but are not limited to:

The exclusive right to determine the mission of its constituent departments, commissions, boards; set standards and levels of service; determine the procedures and standards of selection of employment and promotions; direct its employees; discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employee in accordance with applicable law; establish and modify employee performance and productivity standards including, but not limited to quality and quantity standards established by department policy; enforce dress and grooming standards established by department policy; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; relieve its employees from duty because of lack of work, lack of funds, or other legitimate reasons; maintain efficiency of governmental operations; determine the methods, means, and numbers or kinds of personnel by which government operations are to be conducted; determine whether goods or services should be made, purchased, or contracted for; determine the content and intent of job classifications; determine financing methods; determine and change the facilities, methods, technology, means, organizational structure and size and composition of the work force, and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations and types of operations processes and materials to be used in carrying out all City functions, including the right to contract for or subcontract City work, functions or operations; assign work to and schedule employees; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The City's exercise, through its City Council and management representatives, of its rights shall not in any way, directly or indirectly, be subject to the grievance procedure. The Association retains the right to grieve whether any particular action constitutes a "management right" as defined here. The Association retains its rights under the Meyers-Millias-Brown Act (MMBA) to request to meet and confer to the extent that the City's exercise of any of these management rights has a significant impact upon the scope of bargaining.

ARTICLE 3— EMPLOYEE AND ASSOCIATION RIGHTS

Section 1 — Negotiation Team: A maximum of two (2) Association representatives shall be allowed time off for all scheduled meetings mutually set between the City and the Association.

Section 2 — Meetings: The City or the Association can 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 3 — Non-Discrimination: Neither the City nor the Association 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 Association agree that no employee hereunder will be coerced, retaliated or discriminated against because of membership in the Association or because of lawful activity or inactivity on behalf of the Association.

Section 4 — Safety Equipment: The City agrees to provide each bargaining unit member any and all safety equipment as required by Cal-OSHA and approved by the Department Head except where Cal-OSHA safety equipment is expressly mentioned and provided for within the terms of this agreement.

Section 5 — Personnel Files: 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 their 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.

ARTICLE 4— WORK SCHEDULES

Section 1 — Work Shift: The City's workweek begins Sunday at 12:00 a.m. and ends on 11:59 p.m. on Saturday. ~~The 9/80 work schedule is in effect for all non-safety member employees.~~

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 5 – Time Away From Work: An employee who is out of his/her regular place of work, during work hours, must notify his/her department head, or executive assistant, where he/she may be reached.

ARTICLE 5— COMPENSATION AND OVERTIME PAY

Section 1 — FLSA Overtime Pay: The City uses a 40-hour work week standard to calculate FLSA overtime pay. FLSA overtime pay is compensated at 1.5 times the employee's regular hourly rate of pay.

Section 2 — 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 3 — Longevity Pay: Longevity Pay is not available to any employee hired or re-hired on or after January 1, 2002. For bargaining unit members hired before January 1, 2002, Longevity Pay will be paid on the following schedule: \$20.00 per month for six (6) 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 4 — Merit Increases: Employees hired on or after January 1, 2003 shall be hired at Step 1 of the salary range and subject to a probationary period of nine months. Employees will move to higher steps upon merit in the following manner.

| FROM | TO | TIME |
|--------|--------|------------------------|
| Step 1 | Step 2 | 9 Months Probation |
| Step 2 | Step 3 | 1 Year |
| Step 3 | Step 4 | 1 Year |
| Step 4 | Step 5 | 1 Year |
| Step 5 | Step 6 | 10 Years of Employment |
| Step 6 | Step 7 | 11 Years of Employment |

- A. Merit increases are not automatic and are based on an annual performance evaluation rating of satisfactory or better.
- B. Effective January 1, 2023, employees in the Water and Wastewater System Supervisor positions will no longer receive a Supervisory Stipend and automatically advance to Step 6. These employees will be eligible for Step 7 on their anniversary date during the fiscal year beginning July 1, 2024 and ending June 30, 2025.
- C. All other classifications will be eligible for merit increases to Step 6 upon completion of ten (10) years of continuous City employment and Step 7 with eleven (11) continuous years of City employment as provided in Sub Section A above during the fiscal year beginning July 1, 2023 and ending June 30, 2024.
- D. 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 Association, shall be treated as a "Standard" evaluation and shall cause the employee to be awarded the appropriate step increase.

Section 5 — Uniforms and Boots Allowance:

- A. The Water Systems Supervisor, Wastewater Systems Supervisor, Chief Water Treatment Plant Operator, Chief Wastewater Treatment Plant Operator, Maintenance/Operations Supervisor, and Fleet Maintenance Supervisor, shall be allowed one uniform per day supplied by the City. 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.
- B. Parking & Traffic Supervisors shall receive a \$1,000 per year uniform allowance. This allowance shall also cover the cost of safety footwear as required by the Department.

Section 6 — Professional Development Program: For Association members who were hired prior to January 1, 2006, the member, upon completion of 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).

- 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 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).

C. 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, 2006. However, a bargaining 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, 2006 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 13 — State and Federal Certification: For Water Systems Supervisors, Wastewater System Supervisors, Chief Water Plant Operators, and Chief Wastewater Treatment Plant Operators:

- A. The City agrees to pay a stipend equal to 5% of base salary pay increase to an Association unit member for Water and Wastewater operator Certifications required by the Department over that required by State and Federal agencies, for so long as the employee maintains the valid higher certification. The City agrees to pay the cost of State and Federal certification renewal fees and membership fees in AWWA, CWPCA, WPCF and SWAAAE. This will not result in a reclassification or promotion.
- B. Upon attaining a Grade III or higher Water Distribution or Grade II or higher Collection certificate from the State of California required by the Department, the bargaining unit member will be paid a stipend equal to 2.5% of base salary, for so long as the bargaining unit member maintains the valid certification. This will not result in a reclassification or promotion. Effective January 1, 2006, possession of the Grade III Water Distribution certificate and the Grade II Collection certificate will be a minimum position qualification for all bargaining unit members in these job classifications and the stipend will be converted into base salary.

Section 14 — Cost of Living Increases: The following cost of living salary increase shall be provided for the duration of this MOU for all Association Members:

- A. 4% Increase Effective July 1, 2022.
- B. Both the City and the Association recognize that the possibility of additional revenue sources, results of Labor Market or Utility Rate Studies present potential opportunities for both parties to come to the table to discuss salaries.

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: A Supervisor, who receives prior concurrence of his/her immediate supervisor, 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 select whomever he/she wishes to represent him/her at any or all steps in the grievance procedure;
- C. Grievances may be initiated by the employee, or the Association, or by the Association on behalf of the employee or on behalf of the Association;
- D. The bargaining unit member's or Association'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 may attend a grievance meeting with a supervisor on his/her own behalf without loss of pay. One representative, who the grievant selects, 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.

C. 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 five (5) 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 five (5) 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 this MOU or the MOU or Last Best and Final Offer (LBFO) applicable to the grievance, and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions the applicable MOU or LBFO. 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 applicable MOU, or LBFO, or to revise, modify or alter, in any respect, any provision contained in the applicable MOU or LBFO.

(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 | Veteran's Day |
| Martin Luther King Birthday | Thanksgiving |
| Washington's Birthday | Day after Thanksgiving |
| Cesar Chavez Day | Christmas Day |
| Memorial Day | Birthday |
| Independence Day | Admissions Day |
| Labor Day | Floating Holiday |
| Juneteenth | |

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 eight (8) hours 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. A bargaining unit member may use 1) sick leave for his or her own actual illness or injury; 2) up to 48 hours of sick leave per year to attend to the illness of the employee's child, spouse, or parent; and 3) up to 5 days of sick leave in the event of the death of any relative of the first degree by blood or marriage.
- D. 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.

- E. The department head shall approve the use of all sick leave.
- F. Bargaining unit members employed on a part-time basis shall receive sick leave benefits at one-half the regular rate.
- G. 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 Occupational Injury: 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 (½) 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.

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 | 8 hours |
| 1 year to 5 years | 96 hours |
| 6 years to 10 years | 128 hours |
| 11 years to 15 years | 144 hours |
| 16 years or more | 176 hours |

Section 2 — Permanent Part-time: Bargaining unit members employed on a permanent part-time basis shall receive vacation at ½ the accrual listed above.

Section 2 — Scheduling: The department head schedules and approves vacation

leave.

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, 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, but shall continue to receive the benefits of continuous service.

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 — Funeral/Bereavement Leave: The City agrees to grant three (3) paid working days, and up to 5 total working days for out of County travel, with the additional day(s) taken from accrued time, for funeral/bereavement leave for the death of the following immediate family members:

| | |
|------------------------------|----------------------------------|
| 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, and up to a maximum of 5 total working 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.

Section 4 — Other Required Leaves: The City will provide other leaves as required by state and federal laws.

Section 5 — Jury Duty: City employees are not excused from jury duty. Leave for jury duty shall be granted with pay.

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:

The City agrees to contribute 80% of the health benefit premium for the employee's selected health benefit package.

Employees will be responsible for 20% of any health benefit premium. The City and the Association agree that the City's Health Plan will no longer cover lifestyle (not medically necessary) prescription drugs.

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 1/2 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.

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 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: Beginning as of July 1, 2017, and in perpetuity thereafter, the parties agree that the Association members will pick up their individual CalPERS contribution (7% for non-safety members and 9% for safety members).

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 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 non-safety members and 12% for safety members, 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.

Those non-safety "new members" shall be enrolled in the 2.0% at age 62 Benefit Plan, as provided for in Government Code Section 7522.25(e), with a final compensation measurement period of 36 consecutive months as set forth in Government Code section 7522.32(a).

Those safety "new members" shall be enrolled in the 2.7% at 57 Benefit Plan, as provided for in Government Code Section 7522.25(d), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a).

*****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.

Section 2 — Old Age Survivor's Insurance: All employees agree to pay the employee's full share of the OASDI benefit.

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 — PAYROLL DEDUCTION

Section 1 — Payroll Deduction: It is mutually agreed that the City will, when established by the bargaining unit, during the term of this MOU, deduct any authorized payroll deductions and remit the money to the Association

Section 2 — Processing Fees: If an employee requests that the City make a payroll

deduction to allow for payment of a service or benefit through a non-medical and/or non-contracted provider with the City, a biweekly processing fee of \$5.00 will be added by the City to pay for the processing of the payroll deduction and payment. This \$5.00 processing fee shall not apply to payroll deductions for union dues.

ARTICLE 15 — TRAINING

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, at the discretion of the department head.

ARTICLE 16 - SAVINGS, ZIPPER, DURATION

Section 1 — Savings Clause: If any provision of this MOU or the application of such provision should be rendered invalid by existing or subsequently enacted legislation, the remaining portion shall remain in full force and effect, and the City and the Association shall meet and confer to address any impact that the legislation has on the 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.

Section 3 — Term of MOU: The term of the MOU shall be July 1, 2022, through June 30, 2025.

Section 4 – Layoff/Reduction in Force: The Parties agree to continue to meet and confer regarding Layoff/Reduction in Force procedures and follow the Personnel Rules and Regulations Section 9.04 Termination of Employment Lack of Work or Funds governing any potential layoffs of permanent positions.

CALEXICO SUPERVISORS ASSOCIATION

Jose Saldana 2/13/23
Jose Saldana, President Date

Arturo Estrada 2/13/23
Arturo Estrada, Vice President Date

CITY OF CALEXICO
Esperanza Colio Warren 04-13-2023
Esperanza Colio Warren, City Manager Date