

**RESOLUTION NO. 29-23 (CM)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE RATIFYING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 521, CLERICAL TECHNICAL UNIT FOR THE TERM BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2025**

**WHEREAS**, in accordance with provisions of the Myers- Milias Brown Act (Government Code section 3500 et seq.), City of Watsonville's Resolution No. 56-08 (CM), and City of Watsonville's Administrative Rule V.1.1, the bargaining team from the City met and conferred in good faith with the bargaining team from the Municipal Employee Relations Officer of the City and the Service Employees International Union (SEIU), Local 521, Clerical Technical regarding the terms and conditions set forth in the Memorandum of Understanding, a copy of which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the City Council of the City of Watsonville after reviewing the Memorandum of Understanding hereby determines to ratify the Memorandum of Understanding.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:**

1. Adopting a Resolution approving and authorizing the Memorandum of Understanding between the Municipal Employee Relations Officer of the City and the Service Employees International Union (SEIU), Local 521, Clerical Technical does not meet CEQA's definition of a "project," because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

2. That the Memorandum of Understanding between the City and the Service Employees International Union (SEIU), Local 521, Clerical Technical Unit, with term from January 1, 2023 to December 31, 2025, attached hereto marked Exhibit "A", and incorporated herein by this reference, is hereby ratified.

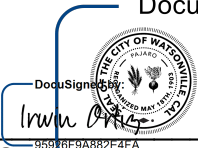
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The foregoing resolution was introduced at a regular meeting of the Council of the City of Watsonville, held on the 7<sup>th</sup> day of February, 2023, by Member Dutra, who moved its adoption, which motion being duly seconded by Mayor Pro Tempore Quiroz-Carter, was upon roll call carried and the resolution adopted by the following vote:

AYES:	COUNCIL MEMBERS:	<b>Dutra, Orozco, Parker, Quiroz-Carter, Salcido, Montesino</b>
NOES:	COUNCIL MEMBERS:	<b>None</b>
ABSENT:	COUNCIL MEMBERS:	<b>Clark</b>

ATTEST:

DocuSigned by:

 Irwin I. Ortiz

City Clerk

2/13/2023 | 9:04 AM PST

Date

APPROVED AS TO FORM:

DocuSigned by:


 Samantha Butler

City Attorney

\*\*\*\*\*

I, Irwin I. Ortiz, City Clerk of the City of Watsonville, do hereby certify that the foregoing Resolution No. 29-23 (CM) was duly and regularly passed and adopted by the Watsonville City Council at a meeting thereof held on the 7<sup>th</sup> day of February, 2023, and that the foregoing is a full, true and correct copy of said Resolution.

DocuSigned by:

 Irwin I. Ortiz

Irwin I. Ortiz, City Clerk

Date 2/13/2023 | 9:04 AM PST

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 521  
CLERICAL TECHNICAL  
AND  
THE CITY OF WATSONVILLE  
2023 - 2025**



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521  
CLERICAL TECHNICAL  
AND  
THE CITY OF WATSONVILLE  
2023 - 2025**

This Memorandum of Understanding ("MOU") sets forth the agreement between the representatives of Service Employees International Union Local 521 Clerical Technical Unit and the representatives of the City of Watsonville on all matters contained herein for employees of the City of Watsonville in the Clerical Technical Unit. The parties hereto agree to jointly recommend to the City Council of the City of Watsonville that one or more resolutions be adopted effectuating the following changes in the salaries, benefits, and other terms and conditions of employment for said employees in the Clerical Technical Unit.

This Agreement shall become effective, January 1, 2023, and shall terminate December 31, 2025.

All benefits currently in effect and not modified by this Agreement shall remain in effect for the term of this Agreement, except as provided herein.

**1.0 RECOGNITION**

- 1.1 Pursuant to the Meyers-Miliias-Brown Act ("MMBA") and the City's personnel rules and regulations, the Watsonville Clerical/Technical Employees Union, affiliated with Service Employees International Union, Local 521 (hereinafter referred to as the Union), is hereby recognized as the exclusively recognized employee organization for represented Unit employees. This bargaining unit is formally titled the Clerical/Technical Unit. Classifications in the bargaining unit are listed in Appendix B.

**2.0 NON-DISCRIMINATION**

- 2.1 The City and the Union agree that there will be no discrimination against any person employed or applying for employment because of race, color, religion, physical handicap, medical condition, national origin, ancestry, sex, age, sexual preference. The parties also agree to support Affirmative Action efforts which are intended to achieve equal employment opportunities as provided for in Federal and State requirements. There will be no coercion, intimidation or discrimination against any bargaining unit employee for exercising his/her right to form, join and participate in the activities of the Union, nor shall there be coercion, intimidation or discrimination against any bargaining unit employee for exercising his/her right not to join or participate in the activities of the Union.

### **3.0 LABOR MANAGEMENT COMMITTEE**

The Employer and Union shall appoint an equal number of representatives, but not to exceed three (3) to the labor-management committee. In order to address and discuss issues of concern, the Employer and Union agree to hold a Labor Management Committee meeting quarterly during the year, the first meeting starting approximately three months after the close of the fiscal year. Additional meetings can be scheduled upon mutual agreement. Fourteen days prior to the agreed upon meeting date, both parties will submit items for an agenda. If there are no items presented for discussion fourteen days prior to the meeting, the meeting will be cancelled. The parties agree to conduct these meetings in an open and respectful manner to discuss and potentially address issues important to the parties.

### **4.0 UNION SECURITY**

#### **4.1 Memorandum of Understanding - Distribution**

The City will distribute to all Unit members a copy of the signed Memorandum of Understanding. When a person is hired in any classification covered by this Memorandum of Understanding, the City shall notify the person that the Union is the recognized employee organization. The City will provide that person with a copy of the current Memorandum of Understanding.

#### **4.2 Union Deductions**

A. The City shall honor the terms of the employee's authorization, for example, any terms of a membership and deduction authorization card the Union has supplied the employee. The employee may only revoke the authorization pursuant to the terms of the authorization the employee signed.

B. The Union dues or deductions shall be deducted on each pay period of each month and will be remitted to the Union, along with a list of the employee numbers and names within 5 (five) work days of pay day. This deduction report shall be submitted in writing with the union dues payment.

#### **D. Forfeiture of Deductions**

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required, by this Section, no such deduction shall be made for that period.

E. All Union deductions shall automatically resume upon an employee's return to work from a leave of absence without pay (to include unpaid FMLA).

F. Requests to authorize dues/other deduction shall be directed to the Union rather than the City. Requests to revoke or change the authorization shall also be directed to the Union rather than the City. The City shall rely on the



Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee.

G. The Union shall not provide the City a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

H. The Union shall indemnify the City for any claims made regarding such deductions.

#### 4.3 Union Notification

Except in cases of bona fide emergencies, the Union shall be given reasonable advance written notification of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council or management and shall be given the opportunity to meet and confer with the City representatives prior to its adoption.

For vacancies, the City will make every effort to E-Mail all job flyers to employees in addition to maintaining the City's current circulation and posting practice.

#### 4.4 Bulletin Boards

The Union shall be provided reasonable designated places on City bulletin boards which do not interfere with the City's official use of the bulletin board.

The Union agrees that notices posted on bulletin boards shall not contain anything which may be construed as maligning and/or derogatory to the City or its representatives.

The Union shall be responsible for placement of and removal of outdated posted material.

#### 4.5 Time Off for Union Officials

During the term of this agreement, a reasonable number (not to exceed four) of Union members shall be allowed a reasonable amount of paid release time off for meet and confer or meet and consult sessions scheduled with the City Council's designated representatives providing there is no disruption of work in the employee's division. The Union shall notify the City Manager in advance of the meeting of the specific members who will be in attendance. Union members shall obtain permission through supervisory channels before leaving their work or work locations.

#### 4.6 Bargaining Unit Employee Information

A comprehensive list of all employees covered by this MOU will be submitted by the City to the Union each month with the following information: Full Name, Employee Number, Job Classification, Bargaining Unit, Department, Work Location (department name and location of employee), Work Phone, Work Email (if available), Personal Email Address, Home Address, Mailing Address, Home Phone, Cellular Phone, Date of Hire and Employment Status (to include date of separation, retirement, etc.). This list should be sent in an electronic format that both the Union and the City agree upon.

#### 4.7 Union Stewards

The Union shall be authorized to designate four (4) employees within the unit as stewards and must furnish a list of these stewards to the Human Resources Department on an annual basis. Stewards shall be allowed a reasonable amount of paid release time for the purpose of representing a unit employee within the steward's area of representation in the filing or processing of grievances or disciplinary appeals as long as there is no interruption of work in the employee's division. Stewards must first obtain permission through appropriate management channels before leaving their work or work location for such purposes. There shall be no discrimination, intimidation or coercion of any steward exercising his/her rights under the grievance procedure.

Union Stewards are responsible for the full and timely completion of their workload.

Under this section, Stewards are considered Union Representatives except for official notification purposes which must include the paid Union representatives.

Time spent in the meet and confer process is not considered to be steward work for the purposes of this section.

#### 4.8 Visits By Authorized Union Representatives

With prior notice to the appropriate Manager, authorized Union representatives shall have access to City employees during off duty time in the non-work hours of City facilities for the purpose of conducting Union business.

With prior notice to the appropriate Manager, paid staff of the Union shall be allowed reasonable access to employees during the work period and at the work location to investigate and/or represent employees within the Unit in a grievance or appeal matters.

With prior notice to the appropriate Manager, brief, incidental contacts to distribute notices/information, etc., may be allowed during work time only if there is no disruption of work.

#### 4.9 Union Orientation

The City shall allow union representative(s) and/or Union Steward(s) release time to provide a union orientation up to thirty (30) minutes to represented employees. The City and the Union representative(s) shall not malign either party, its employees or officials. The City will permit each employee scheduled work time to attend the thirty-minute union orientation, if provided after hire date.

## **5.0 COMPENSATION**

### **5.1 Salary Adjustments**

5.1.1 Effective the beginning of the first full pay period after ratification by the Union, and City Council approval, each step in the salary range for all employees shall be increased by 3.0% cost of living increase.

5.1.2 Effective the first full period after January 1, 2024, each step in the salary range for all employees shall be increased by 3.0% cost of living increase.

5.1.3 Effective the first full period after January 1, 2025, each step in the salary range for all employees shall be increased by 3.0% cost of living increase.

### **5.2 Other Compensation**

#### **5.2.1 Step Increases for Employees in the Competitive Service:**

- a. The first step is the minimum rate and shall normally be the hiring rate for the class.
- b. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is considered for hire, the City Manager may authorize hiring at any step.
- c. Salary advancement shall be predicated upon merit as established by the employee's performance. Except as otherwise provided in this rule, each regular employee may receive a step increase within the salary range for his/her classification at the end of each year of continuous service until he/she reaches top step, if justified by the employees performance.
- d. In case of less than fully satisfactory performance, a step increase in salary will be withheld for regular employees. The Department Head shall submit to the Personnel Director in writing at least sixty (60) days prior to the employee's anniversary date a recommendation approving the regular step increase.

Denial of a step increases shall be on a merit basis only. Step increases shall not be denied for disciplinary reasons and thus shall not be subject to disciplinary or other appeal. Employees may place in their personnel file a reasonable amount of rebuttal information to any step increase denial.

- e. Whenever possible, employees will be given ninety (90) days prior notice that their performance is not adequate to achieve an otherwise scheduled step increase. Employees whose step increases are delayed will receive quarterly evaluations with specific goals until such time as their performance has improved to merit the step increase.

All unit workers shall receive an annual evaluation.

#### 5.2.2 Salary Upon Transfer or Promotion

The transfer of an employee shall not be cause for a change in salary. The salary of an employee who is promoted shall normally be set at the lowest step of the range for the new class which results in an increase of no less than five (5%) percent.

#### 5.2.3 Temporarily Working Out Of Classification

In every City department subordinate employees are expected to act as relief for their superiors. Employees also may be assigned to a higher classification, which is vacant due to the absence or resignation of another employee. This provides training opportunities to help qualify employees to successfully compete for future promotion. Acting as relief for a lengthy period, however, should be recognized by added compensation since a higher level of continuing responsibility is involved.

Procedure. With prior management approval whenever a subordinate employee acts as relief and must perform substantially higher duties for a superior for more than fifteen (15) cumulative working days in a fiscal year, an appropriate salary adjustment shall be made pursuant to these rules. The salary adjustment shall become effective on the 16th day of the temporary assignment and shall not be retroactive. Upon returning to the responsibility of his/her normal position, salary shall be returned to the normal level.

This rule shall not apply to department head or mid-management personnel, except as determined individually by the City Manager.

Compensation for work out of classification will be the lower step in the higher salary range with pay which provides a minimum

increase of five (5%) percent above the normal rate of pay for the employee.

### 5.3 Overtime

5.3.1 The regular work week for covered employees shall consist of forty (40) hours.

5.3.2 An employee shall be entitled to overtime compensation for all hours the employee is required to work in excess of the regularly scheduled work week.

5.3.3 Compensation for overtime shall be at a rate of one and one-half (1-1/2) times the regular rate of pay for hours worked over the 40-hour work period. At the employee's option, compensatory time may be selected in lieu of paid overtime.

5.3.4 Employees shall have the option of earning (accruing in a year) up to forty (40) hours of Compensatory Time Off (CTO) per year. CTO may be accrued to a maximum of forty (40) hours. However employees may exceed the forty (40) hours accrual limit upon Department Head approval. Upon request, an employee shall receive payment at his or her regular hourly rate for CTO accrued in excess of forty (40) hours. Payment shall be in the first pay period in December.

5.3.5 CTO shall accrue at the overtime rate of one and one-half (1-1/2) hours of CTO for each hour of overtime worked.

5.3.6 CTO leave shall be taken in conformance with established departmental and City leave policies.

5.3.7 Employees shall be entitled to overtime compensation for attendance of special training sessions when such special training is required by the City and the training requires attendance in excess of the regular forty (40) hours work week.

5.3.8 For purposes of overtime compensation, paid leave shall be considered as time worked.

#### 5.3.9 On-Call Duty

Covered employees who are required to be on call shall be compensated at the rate of Two Hundred Ten Dollars (\$210) per week in addition to their regular pay.

#### Daily On-Call

Employees shall receive Thirty Dollars (\$30) per day for daily on-call which shall be assigned when it is anticipated that special circumstances may occur that would require periods

other than the normal work hours. Notice regarding the need for on-call status would be given to employees as soon as such need is known but no later than eight (8) hours prior to the start of the on-call status period. On-call will first be assigned to volunteers in the classification deemed necessary for the on-call work. If there are insufficient volunteers, daily on-call will be assigned in inverse order of seniority.

Employees who are designated to be on-call weekly or daily must remain available to be contacted by phone and be able to report to work within a thirty (30) minute period. Duty assignment shall not be considered "hours worked" pursuant to the Fair Labor Standards Act.

Employees physically called back to work for overtime work which is not contiguous to their regular work shift shall receive a minimum of three (3) hours compensation at the appropriate rate of pay for all calls responded to within the 3 hour callback.

If employee, who was called back to work, and has completed his\her assignment and left work, is again called back to work, he\she will not receive another minimum if the time of return is within the previous callback minimum

Employees able to respond by phone or computer and are not required to report to the worksite will be paid for actual overtime worked at a minimum of 15 minutes (.25 hours) of overtime. An additional minimum will not be paid if an employee is required to respond to additional call(s) and the time and duration of the response is within the previous minimum.

#### 5.3.10 Call Back

Call Back Duty is defined as work performed any time an employee accepts being called back to work after leaving the City work facility at shift end or during non-scheduled work time.

A. If the employee is able to respond by phone or computer and is not required to report to the worksite, then employee will be paid for actual overtime worked at a minimum of 15 minutes (.25 hours) of overtime beginning at the time of answering the call. An additional minimum will not be paid if an employee is required to respond to additional call(s) and the time and duration of the response is within the previous minimum.

B. If employee is required to report to the worksite, a minimum of three (3) hours of overtime shall be paid. If employee, who was called back to work, and has completed his\her assignment and left work, is again called back to work, he\she will not receive another

minimum if the time of return is within the previous callback minimum.

- 5.3.11 Whenever possible, the City will solicit volunteers from qualified available personnel before assigning overtime work.

#### 5.4 Bilingual Pay

##### 5.4.1 Eligibility for Level I Written and/or Conversational Premium Pay:

In order to receive Level I bi-lingual premium pay employees proficient in the Spanish language must meet the following criteria:

- (a) The employee must pass the City's bilingual competency test as administered by the Human Resources Department on an annual basis to maintain the premium pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the Department Head. Annual basis refers to fiscal year; and
- (b) The employee is required to serve as an oral interpreter and/or provide basic written translations on a regular and on-going basis, as certified by the Department Head

##### 5.4.2 Level I (Oral and Written) Premium Pay:

- (a) For employees hired after January 1, 2007 the City shall pay a stipend of \$250/month, pro-rated for part-time employees.
- (b) Employees eligible for Level I Premium Pay before January 1, 2007 shall receive premium pay equal to five percent (5%) of his/her base salary. As of January 1, 2007, employees shall receive five percent (5%) capped as of that date, with the premium rounded to the nearest dollar. A list of each employee's premium pay under this section will be provided to the Union. Employees who receive the five percent premium, above, may irrevocably opt into the \$250/month stipend specified in (a) above.

##### 5.4.3 Level I (Conversational Only) Premium Pay:

- (a) For employees who become eligible and received Bilingual Conversational Premium Pay on or after July 1, 2013 the City shall pay a stipend of \$75/month, pro-rated for part time employees.
- (b) Employees currently receiving Level I Oral and Written Premium Bilingual Pay pursuant to Section 5.4.2(a)(b) shall continue to receive the premium pay.

##### 5.4.4 Level II:

In addition to the Level I stipend for oral and written bilingual competency the City will designate a limited number of staff as Level II Bilingual Translators. Such Level II Bilingual Translators shall perform written translations that are viewed by a large audience of city residents (i.e. City mailers, city council minutes, inserts in city utility bills, etc.)

- (a) Level II Translators shall receive an additional \$100/month.
- (b) To evidence competency as a Level II Translator, employees must pass a skills-based test administered by the City to demonstrate competency in written translation.

#### 5.4.4 Testing:

The City will provide a bilingual test to interested and eligible members of this unit.

### 5.5 Retirement

#### 5.5.1 Employee Contribution

Classic employees shall pay the full seven (7%) of the CalPERS employees contribution.

#### 5.5.2 Retirement Plan

The City shall retain in effect the 2% at 55 retirement plan for Unit employees hired before July 1, 2011. The City shall continue in effect the current options including Government Code Section 20862.8 - Credit for Unused Sick Leave. The City plan includes Optional Death/Survivor Benefit pursuant to Government Code section 21548.

#### 5.5.3 Two Tier Retirement Plan

The City shall provide the CalPERS 2% @ 60 retirement plan for employees hired on or after July 1, 2011 or upon effective date of CalPERS contract amendment including CalPERS Section 20862.8 - Credit for Unused Sick Leave. Final compensation for employees hired on or after July 1, 2011 will be based on the average of the highest wages earned in any consecutive 3-year period.

#### 5.5.4 PEPRA Tier Retirement Plan

Retirement Plan for new hires hired on or after January 1, 2013 through June 30, 2013 shall receive the following retirement plan:

- (a) 2% at 62 formula, or whichever formula is required by state law
- (b) 1% Employee Contribution
- (c) 6% Employer Paid share of Employee Contribution
- (d) Final compensation based the average of the highest wages



earned in any consecutive 3-year period

Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), the City shall provide the following CalPERS retirement plan for new employees and non-Classics hired on or after January 1, 2013 or as soon as administratively possible:

- (a) 2% at 62 formula
- (b) Pursuant to PEPRA, employees hired on or after January 1, 2013 shall pay at least 50% of normal cost of pension or what is determined by CalPERS to be the employee contribution rate, whichever is lower.
- (c) Final compensation based the average of the highest wages earned in any consecutive 3-year period

#### 5.6 Deferred Compensation

Members of this Unit may participate in the Deferred Compensation Plan currently in effect. Beginning the first full pay period after ratification by the Union and City, the City will match up to \$25.00 per pay check of an employee contribution. Under no circumstances, will the City contribute more than \$25.00 per pay check for any employee from January 1, 2023 through December 31, 2025.

#### 5.7 Early Retirement

Should the City wish to make available early retirement to Unit employees through CalPERS, it shall provide prior notice to the Union and, upon request, meet and confer prior to implementation.

#### 5.8 Reclassification

Employees may request that their Department Head ask the City Human Resources Department to conduct a classification study on their job classification pursuant to the City Personnel Rules. Thereafter, such requests shall be made only during the month of January.

If the Department Head declines to make the request, they shall forward a copy of the employee's initial request and their denial to the City Personnel Officer. All employees shall receive response from the City as to the disposition of their reclassification request.

The City will complete any reclassification request accepted for study within six (6) months of its receipt.

The City shall notify the Union of any reclassification requests received by the Human Resources Department within the bargaining unit. Requests and/or initiation of studies shall be notified to SEIU 521 within fifteen (15) business days.

## 5.9 Education Pay

Employees shall be eligible for \$300 per year for an Associates Degree and \$600 per year for a Bachelor's degree on an annual basis effective the first full pay period after providing proof of degree to Human Resources.

In no case shall any eligible employee receive combined education incentive pay for possession of an associate degree and/or bachelor's degree. Employee shall receive the higher benefit of the two degrees possessed.

## 5.10 Longevity Pay

Any employee with at least 10 years as a regular, benefitted Watsonville employee shall receive a one percent (1%) Longevity Pay Premium. Any employee with at least 15 years as a regular, benefitted Watsonville employee shall receive an additional one-half percent (.5%) Longevity Pay Premium. Longevity pay will become effective the first full pay period after ratification of the MOU by both the Union and City.

# 6.0 **INSURANCE**

## 6.1 Health Insurance

6.1.1 The City shall retain in effect current health insurance coverages for all Unit employees. The City shall contribute the following monthly amounts per full time employee towards health insurance coverages:

January 1, 2023	\$1,230.50
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For those employees in the following classifications the City shall contribute \$26 additional dollars per month towards health insurance coverage:

Accounting Assistant, Office Assistant II, Office Assistant I, Police Clerk I, Permit Clerk, Library Clerk, Recreation Leader.

6.1.2 If contribution increases are necessary for the 2024 and 2025 plan years, the City and Employees shall share increases equally, provided that increased City and Employee contributions do not exceed \$45/month per employee. Increases above the \$45/month cap are subject to meet and confer process.

6.1.3 The City and employees agree to jointly participate in the City Employees Health Committee (CEHC) as outlined in the bylaws dated July 1992.

6.1.4 Regular part-time employees will be fully covered at the employee only level at the City's expense. The employee shall

have the option of covering additional dependents at their own expense. This shall be determined by utilizing the three tier rate which the City has established for the COBRA and other purposes (less any surcharges). To cover one (1) dependent, the employee will pay the difference between the employee only rate and the employee plus one rate. To cover the family, the employee will pay the difference between the employee only rate and the full family rate under the three tiers.

The decision to cover family members shall be made during a onetime election when this provision becomes effective. Thereafter, employees may only add or delete family members in accordance with plan rules.

Regular part-time employees employed on or before December 1, 1998, in the thirty (30) hour category, shall continue to receive full health insurance benefits.

- 6.1.5 The Unit agrees to participate jointly with the City and other employees' groups in review of insurance coverages during the term of this agreement. Upon CEHC recommendations to change or modify insurance coverages, the parties agree to reopen negotiations on this issue only. The CEHC shall consider CalPERS, SEIU Health and Welfare Trust, Operating Engineers Trust or any other options suggested by the Union. Should changes occur due to insurance changes resulting in City costs below current costs, the intent of the parties is that the savings shall benefit both the bargaining unit and City equally.
- 6.1.6 Other than a qualifying event (i.e., birth of a child, divorce, death) an employee who chooses not to participate in the health plan will be subject to the recertification process as defined by the self-insured plan.
- 6.1.7 Starting in March 2023, the City shall increase the Dental Health limitation increase to \$2000 per calendar year.

## 6.2 Workers' Compensation

- 6.2.1 In the event of job-related injury or illness, the employee will receive the maximum weekly Workers' Compensation benefit as determined by State Law.
- 6.2.2 In addition to this amount, the employee may receive an appropriate amount of accrued sick, vacation and CTO leave pay to provide for the difference between the established Workers' Compensation amount and the employee's regular gross pay.

- 6.2.3 The employee may also receive Fifty (\$50.00) Dollars per week extra disability coverage in lieu of accrued sick, vacation and CTO leave pay.
- 6.2.4 In no event shall the combination of Workers' Compensation benefits exceed the regular gross pay of the affected employee.
- 6.2.5 It shall be the responsibility of the employee to notify the Finance Department within three (3) days of the injury or illness if the extra coverage option described in Section 6.2.3 above is to be implemented.
- 6.2.6 Absent notification to the contrary, the Finance Department will automatically apply accrued sick leave with the established Workers' Compensation amount to equal the employee's gross pay.
- 6.2.7 The Fifty (\$50.00) Dollar per week excess coverage shall not apply until the seventh (7th) calendar day following the injury or illness event.

#### 6.3 Life Insurance

Upon ratification, the City will provide life insurance coverage of Fifty Thousand (\$50,000) Dollars per employee for the term of this agreement and Two Thousand (\$2,000) Dollars per dependents. If allowed by the City's Insurance Carrier, employees will be allowed to purchase additional insurance coverage at the group rate.

#### 6.4 Long Term Disability Insurance

The City shall pay the monthly cost of Long Term Disability Insurance for all unit members for the term of the agreement.

#### 6.5 State Disability Insurance

The City shall administer the voluntary payroll deduction collected for California State Disability Program (SDI). Unit members will participate in the State Disability Insurance Program at their own expense. Unit members shall not be required to exhaust paid leave prior to receiving State Disability Insurance payments. State Disability Insurance payments shall be integrated with existing paid leave, however, so that employee's net pay does not increase when receiving SDI. This program will be administered per SDI guidelines, Federal and State leave laws (such as FMLA, CRFA), and will comply with City policies regarding leaves outlined in Personnel Rules and Administrative Rules as well as with relevant MOU sections as it relates to available leaves, accruals, health benefits, etc.

## 7.0 LEAVES

All leaves provided in this section shall be granted to full time employees at the rates described. Regular part time employees shall receive paid leaves of absence on a prorated basis given the ratio of their actual work schedule to full time.

## 7.1 Vacation Leave

### 7.1.1 Each employee shall accrue vacation as specified below:

0 through 5 years of service	-	12 days per year
6 through 12 years of service	-	16 days per year
13 or more years of service	-	20 days per year
20 or more years of service	-	22 days per year

### 7.1.2 Employees currently having more than two (2) times their annual vacation accrual on the books shall bring their accrual within the accrual maximum by December 31, 2017. After one year of service each employee will be expected to take during each year the vacation to which he/she is entitled. After December 30, 2017, when an employee's vacation balance reaches two times their annual vacation accrual, the employee will not accrue vacation until the vacation balance is below the accrual maximum. If an employee is denied requested vacation due to the needs of the City, the department must send a memo explaining the situation for consideration by the City Manager prior to the employee reaching the maximum accrual. Only the City Manager may grant temporary exceptions to this section in extraordinary circumstances.

Human Resources will notify employees by June 1 of each year if employees are at or above their maximum vacation accrual.

## 7.2 Holidays

There shall be fourteen (14) holidays per year as specified below:

January 1 (New Year's Day)  
 Martin Luther King's Birthday (Third Monday in January)  
 Lincoln's Birthday (Floating holiday)  
 Washington's Birthday (Third Monday in February)  
 March 31, known as "Cesar Chavez Day"  
 Memorial Day (Last Monday in May)  
 July Fourth  
 Labor Day (First Monday in September)  
 Veterans Day (November 11)  
 Thanksgiving Day  
 Friday following Thanksgiving Day  
 December 24  
 Christmas Day (December 25)  
 December 31

Recognized holidays which fall on Saturday shall be observed on the preceding scheduled work day. Recognized holidays which fall on a Sunday shall be observed on the following scheduled work day.

There will be one (1) floating vacation day credited to each employee on Lincoln's Birthday, which may be taken pursuant to the City's leave regulations.

Employees not normally required to work on a holiday but who are directed to do so due to an operational need shall be compensated at one and one half (1 ½) times the employee's hourly rate of pay for each hour worked on the holiday. In addition, the employee shall receive his/her regular rate of pay.

Recognized holidays which occur while an employee is on paid vacation leave shall be charged as holiday leave and not affect the employee's vacation balance.

### 7.3 Sick Leave

7.3.1 Each employee shall accrue sick leave in the amount of one and one-quarter (1-1/4) days per month of service (10 hours). Sick leave is payable only in the cases of bona fide illness or injury.

7.3.2 The maximum accumulation of unused sick leave is 125 days (1,000 hours). Sick leave accumulated in any calendar year in excess of 125 days (1,000 hours) shall be paid at the rate of fifty (50%) percent of such excess on the first pay payroll in December. Upon a thirty (30) day notice from the employee, the employee may select CTO in lieu of a paid rate of 50% in excess of 125 days. Employees may donate hours in excess of 1,000 at the 50% rate to other employee's catastrophic leave accounts. The balance of such unused sick leave is lost and the sick leave accrual is reduced to 125 days (1,000 hours).

7.3.3 Employee sick leave of up to one-half (1/2) of an employee's annual accrual (one-half of the annual accrual is currently 7 1/2 days) may be utilized for the care of immediate family in the event of an injury or illness in accordance with the City's current sick leave policy.

7.3.4 Employees shall cease accruing sick leave after eighty (80) consecutive hours on paid sick leave.

#### 7.3.5 Personal Leave

Employees may use up to twenty-four (24) hours per calendar year of their accrued sick leave for the purpose of personal business which shall be subject to the same rules as vacation.

- 7.3.6 When an employee becomes ill while on vacation or other authorized leave (except leave without pay) or otherwise becomes eligible for sick leave benefits, his/her absence from the job for the period during which he/she is thus eligible for sick leave may be so charged. In such event the employee must notify his/her department head or supervisor not later than four (4) hours after the start of the workday and shall submit upon his/her return a licensed health care provider's certificate. In cases of bonafide emergency, the four (4) hour notice requirement may be waived.

After more than three (3) consecutive days of sick leave or upon reasonable suspicion of sick leave abuse after at least three sick days have been used from the employee's anniversary date, an employee may be required by the Department Head to submit satisfactory proof of illness or disability, i.e. a physician's certificate or a personal affidavit stating the cause of absence or attesting to the employee's inability to resume work.

- 7.3.7 Immediate Family. For the purposes of administering this section, the immediate family shall A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling. Where unusually close ties exist, the department head may determine other relationships to be included in this definition on a case-by-case basis.

#### 7.4 Jury Duty and Leave for Attendance in Court

Every employee of the City who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call.

Any employee who during the time regularly required for their employment is compelled by subpoena to attend any hearing or trial for the purpose of testifying, may, with the approval of the department head, absent themselves from duty without loss of pay during the period they are required to remain in attendance at such hearing or trial, except that any such employee shall demand and obtain from the person who subpoenas from them any fee allowed by law or otherwise payable for such attendance in court, and shall promptly pay to the Finance Director the full amount of fee received for such attendance in court.

All employees shall receive their regular wages or salary during the time they are required to be absent from the duties of their position to attend any court in response to a summons for jury duty or while serving on a jury, but shall pay over to the City any fees, excluding mileage allowances received for such attendance or service.

Exceptions to this procedure may be made only with the prior authorization of the City Manager.

#### 7.5 Rest Periods

Employees shall be allowed a 15-minute rest period during each four hours of regular work. Departments may make reasonable rules concerning the scheduling of same. Employees are responsible for taking rest periods and must alert their supervisor immediately if they believe they are unable to take a rest period. Rest periods not taken shall be waived unless the employee's supervisor prohibited the employee from taking a rest period. Rest periods cannot be taken at the beginning or end of shift or combined with a meal period unless approved. This is not effective in periods of a bona fide emergency nature. Rest periods shall be considered work time.

#### 7.6 Blood Donation

An employee may be granted paid release time of up to a maximum of one (1) hour, chargeable to sick leave for donating blood during regularly scheduled hours of work. The length of such leave must be approved by the supervisor and is dependent upon the nature and scheduling of the work performed and the travel distance required.

#### 7.7 Military Leave

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

#### 7.8 Leave of Absence Without Pay

Upon the recommendation of the Department Head, the City Manager, in his/her unrestricted discretion, may grant a regular or probationary employee leave of absence without pay or seniority, not to exceed twelve (12) months. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be deemed to be discharged. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address, shall be reasonable notice.



Department Heads may grant a regular or probationary employee leave of absence without pay, not to exceed one (1) calendar week. Such leaves shall be reported to the Personnel Director.

## 7.9 Maternity Leave

Female employees shall be granted a leave not to exceed four (4) calendar months upon presentation of proof of pregnancy. The non-compensated portion of the leave shall not be granted until the employee has exhausted all accrued vacation, compensatory and sick leave time except upon the authority of the Personnel Director. Maternity leave may be extended beyond four (4) months upon the request of the employee, the recommendation of the Department Head and the approval of the City Manager.

## 7.10 Family Care and Medical Leave Act:

7.10.1 In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), the City of Watsonville (City) will provide unpaid family and medical care leave for eligible employees for up to 12 weeks per 12-month period for the following reasons only:

- a. The birth of a child or to care for a newborn of an employee;
- b. The placement of a child with an employee in connection with the adoption or foster care of a child;
- c. Leave to care for a child, parent or spouse who has a serious health condition; or
- d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- e. A qualifying exigency arising out of the fact that an employee's spouse, domestic partner, child or parent is on active military duty or have been notified of an impending order to active duty.

An eligible employee is entitled to up to twenty-six (26) workweeks of military caregiver leave during a single twelve (12) month period. The twelve (12) month period begins on the first day the employee takes leave and ends twelve (12) months after that date. Unlike other types of family medical leave, military caregiver leave is a one-time entitlement only; it does not renew annually. This leave entitlement does not increase the amount of leave an employee may take for other FMLA/CFRA qualifying reasons during the single 12-month period. For example, an employee may combine military caregiver leave with other types of family medical leave during a single 12-

month period. However, the employee is limited to taking a maximum of twenty-six (26) weeks of leave in such circumstances.

Military caregiver leave if to care for a military service member who is undergoing treatment for a serious injury or illness incurred in the line of active duty, or a veteran who is being treated for a serious injury or illness that occurred in the line of active duty during the five years preceding the date of treatment, if the employee is the spouse, domestic partner, child, parent or next of kin of the service member (“Military Caregiver Leave”).

When applicable, an eligible family member make take the qualifying exigency leave up to a maximum of fifteen (15) days to match a military member's Rest and Recuperation leave orders.

7.10.2 An employee is eligible for leave if the employee:

1. Has been employed for at least 12 months; and,
2. Has been employed for at least 1,250 hours (1,040 hours for permanent part-time employees working between 20 and 30 hours per week) during the 12-month period immediately preceding the commencement of the leave.

7.10.3 If an employee requests leave for any reason permitted under this policy, he/she must exhaust all accrued leaves (except employees do not have to exhaust sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave under this policy.

If an employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust accrued sick leave. Workers compensation disability leave will run concurrently with family leave.

7.10.4 This section provides a benefit summary only. For further information, refer to the City’s Administrative Rule on this subject.

## 7.11 Administrative Leave

Employees with more than twenty (20) years of service shall receive two (2) days of Administrative Leave upon reaching twenty years of service and each year thereafter. Unused administrative leave as of June 30 shall be paid off at a regular rate of pay for succeeding month.

Employer shall pro-rate Administrative Leave up to a maximum of 1.33 hours per month for eligible employees during the fiscal year for which an employee was employed before termination of City service.

## **8.0 BEREAVEMENT LEAVE**

All Employees are permitted 5 days of Unpaid Bereavement Leave upon the death any family member listed in Section 12945.2 of the Government Code. In case of death in the immediate family (as defined in section 7.3.7) an employee shall be granted three (3) days of paid bereavement leave per occurrence within California. In cases involving out-of-state funerals or distances of more than 200 miles, an additional two (2) days of paid bereavement leave shall be granted. The Paid Bereavement leave runs concurrent with the 5 Day Unpaid Bereavement Leave. However, the leave days need not be consecutive.”Additional time off for this purpose must be vacation, C.T.O., or unpaid leave. Bereavement leave must be approved by the Department Head.

## **9.0 MISCELLANEOUS**

### **9.1 Certificates:**

The City shall provide necessary training for covered employees in order to satisfy mandatory certification requirements when such requirements are implemented subsequent to the employee being hired by the City and are necessary for the employee to maintain incumbent status in a given classification.

Any incumbent employee who obtains a certification in a grade above that required for the incumbent’s certification level will receive Fifty dollars (\$50) per month per additional certification level up to a maximum of One Hundred Dollars (\$100) per month. For purposes of these higher than required certification levels discussed in this paragraph, the following job classifications are eligible to receive this additional certification pay:

Assistant Engineer  
Code Enforcement officer  
Code Enforcement Officer II  
Development Review Technician  
Life Safety Officer  
Building Inspector  
Permit Clerk

Employees promoting to new job classifications who were receiving certificate pay pursuant to the section above, shall continue receive such certificate pay for up to 12 months pending receipt of eligible additional advance level certificate not required by the new position.

Employees who thereafter obtain such certificates will be paid in the applicable differential commencing with the first full pay period after submitting documented proof of same to the City.

Upon recommendation of the Department Head, the City Manager or his/her designee has the discretion to designate the type of eligible certification based on whether or not the certification is considered to be at a higher level than what is required and that it is related to the job duties and functions of the

department. Employees should seek Department Head approval prior to enrolling in any classes or obtaining any certifications to ensure the certification will be compensated per this section of the MOU.

Certification will commence with the first full pay period after submitting documented proof of certification to the Human Resources Department.

## 9.2 Management Rights:

All City rights, under state law and charter, and all City rights which existed prior to the recognition of the Clerical-Technical Unit shall remain vested with the City, unless expressly abridged by this M.O.U. These rights 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 for employment and promotions;
- Direct its employees;
- To relieve its employees from duty because of lack of work or other lawful reasons;
- Maintain the efficiency of governmental operations;
- Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- Determine the content and intent of job classifications;
- Determine methods of financing;
- Determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- Determine and/or 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;
- To assign work to and schedule;
- establish and modify productivity and performance programs and standards;
- Discipline employees in accordance with applicable law and City Rules;

- 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.

In the exercise of the rights set forth in Section 9.2, the City has the right to make reasonable rules and regulations.

### 9.3 Peaceful Performance

During the life of this Agreement, Unit employees shall not engage in any work stoppages, strikes, slow-downs, or boycott picketing against the City. No lock-outs shall be made by the City.

In the event that any employee covered by this Agreement, violates the provisions of this section, the Unit shall make a good faith effort to stop such violations of this section.

### 9.4 Alternative Schedules/Flex Time

The City acknowledges that there may be benefits both to the City and to the employees in alternative schedules. Employees may request that their department heads consider alternative scheduling of their work. Examples of alternate schedules include flex-time, job sharing and voluntary reduced work hours.

### 9.5 Severability

Should any of the provisions herein contained be rendered or declared invalid by reason of any State or Federal Legislation or court action, such invalidations shall not invalidate the remaining portions of this Memorandum of Understanding which shall remain in full force and effect, insofar as such remaining portions are severable.

### 9.6 Work Schedules

#### 9.6.1 Non-Recreation Department Employees

Regular full-time employees shall be assigned a regular work schedule which shall include two (2) consecutive days off. Except in cases of emergency, at least five (5) days shall be provided to an employee prior to a change in the regular work schedule.

#### 9.6.2 Library Employees:

For library employees working Saturdays as part of their assigned schedule, the Department shall have the option of:

1. Scheduling employees for Sunday/Monday off

Or

2. Scheduling employees for another day off during the following week to which the employee agrees.

#### 9.6.3 Work Schedules - Recreation Department Employees

Regular full-time Recreation Department employees shall have their work schedules set on a weekly basis. Their schedules shall vary as necessitated by their program schedule.

#### 9.6.4 Work Schedule Changes

Except in the event of an emergency all employees shall receive at least two weeks advance notice of any change in their regular schedule.

### 9.7 Health Savings Account

The City will work to establish a voluntary retiree Health Savings account and will meet and confer with the unit regarding the potential benefit structure prior to implementation.

### 9.8 Contracting Out

Before submission of a recommendation to contract out any function traditionally performed by service employees which would result in a reduction of the currently employed work force, the Union will be offered the opportunity to examine the proposal for a reasonable period of time prior to Council consideration and to submit recommendations. The City will meet and confer over the impact of proposed layoffs prior to the implementation of said layoffs. Whenever reasonably possible, displacement of Unit employees will be avoided and/or minimized. Nothing in this section shall be construed to limit the City Council's ability to contract out work, in its discretion.

### 9.9 Vacation Scheduling

Vacations shall be scheduled upon the request of the employee and the approval of the Department. Both the desire of the employee and operational needs shall be considered by the Department in reviewing the approving or denying vacation requests.

Departments shall establish annual time periods for initial vacation sign ups by January 31 or each year. After January 31, sign ups shall be on a first come first serve basis. If more employees request vacation for a given time than can be accommodated by the Department; the more senior employee of the Department shall be given the time off. If the conflict involved any City observed holiday, subsequent scheduling shall be on a rotational basis. Nothing herein shall require the cancellation of an already approved vacation for a less senior employee upon the request of a more senior employee.

#### 9.10 Personnel Files

There shall be only one official personnel file which shall be maintained in the City's Human Resources Department. Employees shall have the right to review their Personnel files or authorize, in writing, review by their representatives. No adverse material will be placed in an employee's personnel file without prior notice and a copy given to the employee. Employees shall have thirty (30) days from date employee receives adverse material to place a reasonable amount of rebuttal material in response to adverse material in their personnel files.

An Employee can submit documents to be included in their personnel file, such as commendations, recognitions and/or certifications if absent from the Personnel File.

#### 9.11 Clothing - Recreation Department

Regular full and part time employees shall be provided the following clothing items annually:

1. Four T-Shirts
2. One Sweat Shirt

In addition, employees may purchase the Department approved jacket and additional T-shirts and/or Sweat shirts at their own expense.

The items provided shall be available once annually, on or about the employees anniversary date.

#### 9.12 Boot Allowance

Field employees required to wear work/safety boots shall be allowed an annual reimbursement of up to One Hundred Seventy Five Dollars (\$175.00) per fiscal year towards the purchase of approved safety boots/shoes. Payment shall be made on a reimbursement basis upon proof of purchase. Once purchased, the approved safety boots/shoes must be worn while on the job. Boots/shoes may be worn during regular work hours only (including to and from work). In those departments/divisions where steel toed boots are required, the annual reimbursement amount shall be Two Hundred Dollars (\$200.00) per fiscal year toward the purchase of the approved steel toed safety boots/shoes.

#### 9.13 Video Display Terminals Use (VDT)

Pursuant to the National Institute of Safety and Health's recommendation, users should have fifteen (15) minute rest periods every two (2) hours of continuous use of a VDT. The workload should be varied to prevent the need to continuously view a VDT for two (2) hours. The break periods should be

increased if the user is experiencing the signs of visual fatigue (headaches, blurred vision, eye strain).

The design of the workstation and type of computer equipment can affect the quality of user comfort. Each City workstation should be evaluated for proper comfort, lighting, equipment design and conformance to OSHA standards. The Management Information Services Manager can be used as a technical resource to evaluate the workstations.

#### 9.14 Grievance Procedures

##### 9.14.1 Purpose of Grievance Procedure.

This procedure is to provide a mutually acceptable method for the orderly, prompt and equitable settlement of grievances which fall within the coverage of this procedure. All parties are encouraged to make every reasonable effort to resolve any conflict or dispute informally prior to initiation of a formal grievance. No worker will be subject to disciplinary action or retaliation of any kind for submitting a grievance.

The grievance procedure shall be used to resolve employee complaints regarding:

- a. An alleged violation of this Memorandum of Understanding.
- b. An alleged violation of the City's Personnel Ordinance or Rules.

Specifically excluded from the grievance procedure are:

- a. Performance evaluations including deferral of merit increases.
- b. Written reprimands.
- c. Policy decision of the City Council
- d. Matters for which there is a separate appeal, including disciplinary action.

##### 9.14.2 Formal Grievance Procedure:

The formal grievance procedure shall be used to resolve an employee's complaint not satisfactorily resolved by informal discussion.

- a. An employee (and/or his/her representative) shall have the right to present a formal grievance, in writing, within ten (10) working days after the informal discussion of the grievance with the immediate



supervisor or the immediate supervisor's superior. All formal grievances shall state the reasons for the complaint and the employee's suggested solution.

- b. The formal grievance shall be presented to the department head. The department head shall discuss the grievance with the employee and/or the employee's representative. Within ten (10) working days after receipt of the formal grievance, the department head shall render a written decision regarding its merits. If the department head's decision does not satisfactorily resolve the complaint, the employee may present the formal grievance to the City Manager. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this rule when the employee does not seek further review of the grievance within five (5) working days after receipt of the decision of the department head. Failure of the department head to render a written decision on the grievance within five (5) working days constitutes a decision denying the grievance.
- c. Either the City or the employee may request that a grievance be submitted to mediation prior to submittal to the City Manager pursuant to Section D below. Mediation step shall be conducted utilizing the services of the State Mediation and Conciliation Service and shall result in no cost to either party. Mediators will confidentially attempt to assist the parties in the resulting grievance prior to advancement to the next step. The Mediator may, if appropriate, make recommendations to the parties in the attempts to resolve the grievance.
- d. When the employee presents a formal grievance to the City Manager or his/her designee, the City Manager or his/her designee shall discuss the grievance with the employee and the employee's representative. Within fifteen (15) days after meeting with the employee and the employee's representative, the City Manager or his/her designee shall render a written decision regarding its merits. The decision of the City Manager or his/her designee shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process.
- e. The City shall not institute any reprisals against any employee or any representative resulting from the use of the grievance procedure.

## 9.15 Discipline

While progressive discipline will normally be implemented, the steps followed will be determined in each particular case depending on the circumstances and severity of the case.

### 9.15.1 Oral Counseling

Oral counseling in a broad sense includes any informal discussion with an employee designed to assist him/her to fully develop his/her skills and abilities. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, seek information or solve problems.

### 9.15.2 Oral Reprimand

Supervisors give oral reprimands when counseling and performance evaluations have failed to produce the desired changes or when the employee's conduct warrants a more substantial initial step. An oral reprimand is different than counseling in that it provides express notice that if the employee's performance or behavior is not improved, then further discipline will be imposed. The oral reprimand defines the areas in which improvement is required, sets up goals leading to this improvement and informs the employee that failure to improve will result in more serious disciplinary action.

The supervisor should make a note of the date, time and content of the reprimand, and write the employee a confirming memo of the reprimand. However, no record is placed in the employee's permanent personnel file unless subsequent action is necessary.

### 9.15.3 Written Reprimands

An employee shall have the right to prepare a written response to the reprimand and have the response placed in his/her personnel file. An employee may appeal the supervisor's decision to issue a written reprimand to his/her department head by filing an appeal to the department head within five (5) working days of receipt of the reprimand. The Department Head's decision regarding the written reprimand shall be final.

### 9.15.4 Voluntary Mediation prior to Disciplinary Hearing by the Personnel Commission.

The City and the employee/appellant may agree to submit a disciplinary matter to mediation prior to submittal to the Personnel Commission for hearing pursuant to City Personnel Rules. Mediation shall be conducted utilizing the services of the State Mediation and Conciliation Service and shall result in no cost to either party. Mediators will confidentially attempt to assist the parties in the resulting matter prior to advancement to the Personnel Commission. The Mediator may, if appropriate, make recommendations to the parties in the attempts to resolve the matter.

## 9.16 Layoff Policy and Procedure

### 9.16.1 Statement of Intent

Whenever, in the judgment of the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.

### 9.16.2 Notification

Employees to be laid off shall be given at least thirty (30) calendar days prior notice.

### 9.16.3 Vacancy and Demotion

Except as otherwise provided, wherever there is a reduction in the workforce, the appointing authority shall first demote to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off in accordance with Section 6 is qualified. All persons so demoted shall have their names placed on the reemployment list.

### 9.16.4 Employee Rights

An employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class in the same class series or in a lower classification in which the affected employee once had permanent status. For the purpose of this section and Section 5, seniority includes all periods of full-time service at or above the classification level the employee is "bumping" to.

### 9.16.5 Seniority

In order to retreat to a former or lower class, an employee must have more seniority than the least one of the incumbents of the retreat class and request displacement action in writing to the Personnel Director within five (5) working days of receipt of notice of layoff.

Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.

### 9.16.6 Employment Status

In each class of position, employees shall be laid off according to employment status in the following order: volunteers, temporary, provisional, probationary, and regular. Temporary, provisional and probationary employees shall be laid off according to the needs of the service as determined by the appointing authority.

Employees within each category shall be laid off in inverse order of seniority in the classification where layoff is to occur.

#### 9.16.7 Re-employment List

The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by every appointing authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list.

#### 9.16.8 Duration of Re-employment List

Names of persons laid off shall be carried on a reemployment list for one (1) year, except that persons appointed to permanent positions of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse reemployment shall be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the one (1) year.

#### 9.17 Safety Committee

The City shall establish and maintain a safety committee in conformance with requirements of SB198.

#### 9.18 Compensation Survey

The City shall commit to conducting a comprehensive citywide compensation study in 2018, with the intent of completion by January 2019. The City and the Union shall meet and confer prior to the City completing the compensation study to agree on the benchmark positions and the comparable survey cities. The results of the compensation study shall be subject to bargaining as part of the successor MOU negotiations.

#### 9.19 Temporary Hours

Temporary hours will first be offered to current part-time workers. Part-time workers who have their hours increased more than thirty (30) days shall have their benefits and accruals increased accordingly. Affected departments will develop a sign-up system by October 1, 1998 for workers to indicate availability for additional hours.

Should part-time position(s) be vacated, the City shall evaluate the possibility of making the position(s) full time. The City shall regularly evaluate the status of temporary positions.

#### 9.20 Probation

Employees in this bargaining unit shall serve a probationary period of nine (9) months. The City may extend the probationary period for not more than three (3) additional months.

#### 9.21 Performance Evaluations

The purpose of the performance evaluation is to evaluate the employee's performance on a regular basis. It will serve as a guide in planning the type of supervision, instruction, training, and counseling that may be needed by the employee. During the probationary period, the employee will be evaluated after six (6) months of employment and prior to acquiring permanent status in a classification. Thereafter every employee will be evaluated every twelve (12) months. An employee may also be evaluated at any time at the discretion of the department head, or when the performance of the employee has been at or below the "Improvement Needed" level on the most recent evaluation. Evaluation forms shall include the following statement in bold: "Employees may choose to consult with their Union Steward/Representative regarding their evaluation."

Each employee's immediate supervisor/rater, in conjunction with management, shall evaluate the employee's performance. The City shall provide supervisors/raters with training to prepare consistent performance evaluations in accordance with this agreement. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). Any below-standard evaluation shall include documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond in writing to any evaluation he/she considers derogatory, or otherwise inaccurate, within twenty (20) working days of receipt of a copy of the evaluation.

For purposes of this Article, a below standard evaluation means an overall rating at or below "Improvement Needed." All Evaluations with a below standard rating may be appealed to the City Manager, or designee.

The employee must appeal to the City Manager within 45 days of receipt of the evaluation. The City Manager shall meet with the employee and provide a response within 60 days of such meeting. The City Manager or designee's decision is final if the below standard evaluation does not result in a denial of a merit step increase. If the evaluation results in a denial of a merit step increase, the employee may elect to appeal to the Personnel Commission to review the evaluation. Request to appeal to the Personnel Commission shall be made in writing to the Human Resources Department within 20 days of receiving the City Manager's or designee's decision. The Personnel

Commission shall conduct an informal hearing involving the employee and his/her representative of choice and the reviewer and/or department head of the representative department. Both parties shall provide supporting documentation at the hearing for consideration. Such decision by the Personnel Commission is final.

The supervisor will make every effort to complete evaluations in a timely matter by the due date of the evaluation. Employees who do not receive an evaluation within 30 days of the due date are encouraged to inform his/her supervisor and/or Human Resources. Human Resources will follow-up on overdue evaluations upon notification.

## **10.0 FLEXIBLY STAFFED POSITIONS**

The following classifications are considered flexibly staff: Records Clerk I/II, Office Assistant I/II, Accounting Assistant and Sr. Accounting Assistant. Upon completion of the probationary period and meeting the standards set forth in the applicable job description(s), employees shall be eligible for advancement to the II of a flexibly staffed classification. No commercial examination shall be required for advancement in a flexibly staffed position.

## **11.0 ZIPPER CLAUSE**

Except as otherwise specifically provided herein, this Memorandum of Understanding (MOU) fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. During the term of this Agreement, the parties waive and relinquish the right to meet and confer over the subject matter specifically referred to or covered in this Agreement. The parties, for the term of this Agreement, do not waive the obligation to negotiate with respect to any practice, subject, or matter within the scope of bargaining not specifically referred to or covered in this Agreement. In the event the City proposes a change in any practice, subject, or matter which is within the scope of bargaining and it is not covered by this Agreement, the City shall give the Union advance written notice of the proposal, at least twenty (20) calendar days prior to implementation and shall, upon request of the Union, meet and confer with the Union concerning the proposal. Such meet and confer negotiations shall be conducted in accordance with the applicable provisions of the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.).

If, during the term of this Agreement an impasse is reached during the course of negotiations over significant changes to wages and benefits and the City unilaterally imposes those changes on the bargaining unit any waiver of the right to strike and/or engage in concerted action included within this Agreement shall be of no further force of effect on the Union covered by this Agreement. This provision shall sunset on June 30, 2015.



12.0 ENACTMENT

The Agreement shall become effective upon ratification by the City Council of the City of Watsonville and shall remain in full force and effect until December 31, 2025, or until a new agreement has been executed.

SEIU, LOCAL 521  
CLERICAL TECHNICAL UNIT

Date 2/6/2023 | 5:29 PM PST

DocuSigned by:  
*Olivia Martinez*  
3482A872508A4BB...  
Olivia Martinez, Region 2 Director

DocuSigned by:  
*Maria Carranco*  
397D8CD7EE9E459...  
Maria Carranco, Unit Representative

DocuSigned by:  
*Claudia Leonor*  
42FAB3DF42EF409...  
Claudia Leonor, Unit Representative

DocuSigned by:  
*Yvette Herrera*  
94C8572A4059403...  
Yvette Herrera, Unit Representative

CITY OF WATSONVILLE

Date 2/13/2023 | 11:42 AM PST

DocuSigned by:  
*Rene Mendez*  
118BE0675171410...  
Rene L.Mendez , City Manager

Date 2/10/2023 | 12:24 PM PST

DocuSigned by:  
*Samantha W. Butler*  
31C4C207AE88480...  
City Attorney

Date 2/13/2023 | 11:43 AM PST

DocuSigned by:  
*Irwin I. Ortiz*  
95926F9A882E4FA...  
City Clerk



## APPENDIX A

### CLERICAL/TECHNICAL

### 2023 SEIU, LOCAL 521 CLASSIFICATIONS

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ACCOUNTANT I  
 ACCOUNTING ASSISTANT  
 ACCOUNTING TECHNICIAN  
 ASSISTANT ADMINISTRATIVE ANALYST  
 ASSISTANT ENGINEER  
 ASSISTANT PLANNER  
 AUDIOVISUAL/COMMUNICATION TECHNICIAN  
 BUILDING INSPECTOR  
 CODE ENFORCEMENT OFFICER I  
 CODE ENFORCEMENT OFFICER II  
 CODE ENFORCEMENT OFFICER III  
 COMMUNITY ORGANIZER  
 COMPUTER OPERATOR/PROGRAMMER  
 CONSTRUCTION INSPECTOR  
 DEVELOPMENT REVIEW TECHNICIAN  
 ENGINEERING AIDE  
 ENGINEERING ASSOCIATE  
 ENVIRONMENTAL EDUCATION ASSISTANT  
 GIS TECHNICIAN I  
 GIS TECHNICIAN II  
 HOUSING GRANT MANAGEMENT & REHABILITATION SPECIALIST  
 HOUSING REHABILITATION SPECIALIST I  
 HOUSING REHABILITATION SPECIALIST II  
 INDUSTRIAL WASTE INSPECTOR  
 INFORMATION TECHNOLOGY SPECIALIST I  
 INFORMATION TECHNOLOGY SPECIALIST II  
 JUNIOR PLANNER  
 LIBRARY ASSISTANT  
 LIBRARY CLERK  
 LIBRARY COMPUTER OPERATOR  
 LIFE SAFETY OFFICER  
 LITERACY PROGRAM ASSISTANT  
 MEDIA AND COMMUNICATIONS ASSISTANT  
 MICROCOMPUTER TECHNICIAN  
 NETWORK SPECIALIST  
 OFFICE ASSISTANT I  
 OFFICE ASSISTANT II  
 PERMIT CLERK  
 PERMIT TECHNICIAN  
 POLICE CLERK I  
 POLICE CLERK II  
 POLICE CLERK III  
 RECREATION ASSISTANT  
 RECREATION LEADER III  
 SENIOR ACCOUNTING ASSISTANT  
 SENIOR ENGINEERING AIDE  
 SENIOR LIBRARY ASSISTANT  
 SENIOR PROGRAMMER  
 UTILITY ACCOUNT SPECIALIST  
 SPECIAL PROJECTS INSPECTOR

Each position shall have a written job description. The employer may update or create new job descriptions. The employer will provide any new or updated job description to the Union when required by the MMBA, and shall be deemed to by the Union unless the Union request to meet and confer within ten (10) days after receipt of the proposed job description by the Union and any affected employee holding the classification that the employer is seeking to modify.